

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
FIELDWOOD ENERGY LLC, <i>et al.</i> ,	§	Case No. 20-33948 (MI)
	§	
Debtors. <sup>1</sup>	§	(Jointly Administered)
	§	

**NOTICE OF FILING OF PLAN SUPPLEMENT  
IN CONNECTION WITH FOURTH AMENDED JOINT CHAPTER 11  
PLAN OF FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

**PLEASE TAKE NOTICE THAT:**

1. Commencing on August 3, 2020, Fieldwood Energy LLC and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the “**Debtors**”), each filed a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”).

2. On April 15, 2021, the Bankruptcy Court entered the *Amended Order (I) Approving Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures; (III) Scheduling Confirmation Hearing; (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan; (V) Approving Notice and Objection Procedures for the Assumption of Executory Contracts*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors’ primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

and Unexpired Leases; (VI) Approving Procedures for Objections to the Assignment and Transfer of Property of the Estate; and (VII) Granting Related Relief [Docket No. 1286] (the “**Disclosure Statement Order**”).

3. On April 15, 2021, the Debtors filed the *Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* [Docket No. 1284] (the “**Plan**”).<sup>2</sup>

4. In accordance with the Plan and Disclosure Statement Order, the Debtors hereby file this Plan Supplement consisting of the following documents:

<b>Exhibit A</b>	<b><u>Amended Organizational Documents</u></b>
	<b>A1 – FWE I Organizational Documents</b>
	<b>A2 – FWE III Organizational Documents [To Come]</b>
	<b>A3 – FWE IV Organizational Documents [To Come]</b>
<b>Exhibit B</b>	<b>Required Disclosures Under Section 1129(a)(5) [To Come]</b>
<b>Exhibit C</b>	<b>Schedule of Retained Causes of Action</b>
<b>Exhibit D</b>	<b>Schedule of Assumed Contracts</b>
<b>Exhibit E</b>	<b>Plan Administrator Agreement [To Come]</b>
<b>Exhibit F</b>	<b>Credit Bid Purchase Agreement</b>
<b>Exhibit G</b>	<b>NewCo Organizational Documents [To Come]</b>
<b>Exhibit H</b>	<b>Apache Definitive Documents</b>
<b>Exhibit I</b>	<b>First Lien Exit Facility Agreement</b>
<b>Exhibit J</b>	<b>Second Lien Exit Facility Agreement [To Come – Second Lien Exit Term Sheet Attached]</b>
<b>Exhibit K</b>	<b>New Intercreditor Agreement [To Come]</b>

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

<b>Exhibit L</b>	<b>New Money Warrant Agreement [To Come]</b>
<b>Exhibit M</b>	<b>GUC Warrant Agreement [To Come]</b>
<b>Exhibit N</b>	<b><u>Additional Predecessor Agreements</u></b>
	<b>N1 – Chevron Term Sheet</b>
	<b>N2 – Eni Term Sheet</b>
	<b>N3 – Hunt Term Sheet</b>
<b>Exhibit O</b>	<b><u>Oil and Gas Lease Schedules</u></b>
	<b>O1 – Leases, Rights of Way and Rights of Use and Easement Related to Purchased Oil &amp; Gas Lease Interests</b>
	<b>O2 – Leases, Rights of Way and Rights of Use and Easement Related to FWE I Oil &amp; Gas Lease Interests</b>
	<b>O3 – Leases, Rights of Way and Rights of Use and Easement Related to FWE III Oil &amp; Gas Lease Interests</b>
	<b>O4 – Leases, Rights of Way and Rights of Use and Easement Related to FWE IV Oil &amp; Gas Lease Interests</b>
	<b>O5 – Leases, Rights of Way and Rights of Use and Easement Related to Abandoned Properties</b>

5. The documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

6. The Debtors reserve all rights to amend, modify, or supplement the Plan Supplement, and any of the documents contained therein, in accordance with the terms of the Plan. If material amendments or modifications are made to any of these documents, the Debtors will file a blackline with the Bankruptcy Court marked to reflect the same.

7. A hearing to consider confirmation of the Plan is currently scheduled to begin on **Wednesday, June 9, 2021 at 9:00 a.m. (Prevailing Central Time)** before the Bankruptcy Court (the “**Confirmation Hearing**”). The Confirmation Hearing may be adjourned from time to time, without further notice other than by filing a notice on the Bankruptcy Court’s docket indicating such adjournment and/or announcement of the adjourned date(s) at the Confirmation Hearing.

8. As of the date hereof, the Debtors are still in the process of negotiating and finalizing certain of the documents contained in the Plan Supplement with the Ad Hoc Group of Secured Lenders, Ad Hoc Group of Prepetition SLTL Lenders, the Creditors’ Committee, Apache, Chevron U.S.A. Inc. (“**Chevron**”), Eni Petroleum US LLC (“**Eni**”), and Hunt Oil Company (“**Hunt**”), and various other parties in interest. The Debtors, Ad Hoc Group of Secured Lenders, Ad Hoc Group of Prepetition SLTL Lenders, the Creditors’ Committee, Apache, Chevron, Eni, and Hunt, reserve all of their respective rights with respect to any applicable form of documents filed herewith, including any applicable consent rights in the Restructuring Support Agreement.

9. Copies of the exhibits contained in this Plan Supplement, and all documents filed in these chapter 11 cases are available free of charge by visiting <https://cases.primeclerk.com/fieldwoodenergy/>. You may also obtain copies of the pleadings by visiting the Bankruptcy Court’s website at <https://ecf.txsb.uscourts.gov> in accordance with the procedures and fees set forth therein.

*[Remainder of Page Intentionally Left Blank]*



Dated: May 26, 2021  
Houston, Texas

/s/ Alfredo R. Pérez

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*Attorneys for Debtors*

*and Debtors in Possession*

**Certificate of Service**

I hereby certify that on May 26, 2021, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Alfredo R. Pérez

Alfredo R. Pérez

**Exhibit A**

**Organizational Documents**

**Exhibit A1**

**FWE I Organizational Documents**

**Certificate of Formation (TX) (Fieldwood Energy I LLC)**

**Form 205  
(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$300**



This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY I LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

**OR**

**IF ORGANIZATION**

*Organization Name*

**ADDRESS**

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
----------------------------------	-------------	--------------	----------------	-----------------

<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed pursuant to a plan of merger. The name of the merging entity is Fieldwood Energy LLC.

The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042.

The merging entity was formed on 11/5/2012 under the laws of the State of Delaware, USA.

The merging entity was previously a Delaware limited liability company. The merger entity converted to a Texas limited liability company on [ ]/[ ]/2021.

## Organizer

The name and address of the organizer:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street or Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

### Effectiveness of Filing (Select either A, B, or C.)

A. ☐ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of merger of Fieldwood Energy LLC with the Secretary of State of Texas.

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of organizer

\_\_\_\_\_  
Printed or typed name of organizer

**Print**

**Reset**



## Fieldwood Energy I LLC Agreement

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**FIELDWOOD ENERGY I LLC**

*(a Texas Limited Liability Company)*

**[•], 2021**

**THE MEMBERSHIP INTERESTS REFERENCED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AS WELL AS COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY THAT ARE SET FORTH HEREIN.**

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## LIMITED LIABILITY COMPANY AGREEMENT OF FIELDWOOD ENERGY I LLC

This Limited Liability Company Agreement of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), dated as of [●], 2021 (this “**Agreement**”), is entered into by and among the Company, the Initial Member<sup>1</sup> executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a joinder agreement in form and substance acceptable to the Company. Capitalized terms not defined where used in this Agreement shall have the meanings assigned to such terms in ARTICLE I of this Agreement.

### RECITALS

**WHEREAS**, the Company was formed under the laws of the State of Texas by the filing of a Certificate of Formation with the Secretary of State of the State of Texas on [●], 2021 (the “**Certificate of Formation**”) for the purposes set forth in **Section 2.05** of this Agreement;

**WHEREAS**, pursuant to and in accordance with the Confirmation Order and the Term Sheet, respectively, and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company will own (i) the Legacy Apache Properties subject to the operational liabilities in connection therewith, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties, and (ii) the equity interests of GOM Shelf;

**WHEREAS**, in accordance with the Term Sheet, [●] has been appointed to serve as the initial Independent Director of the Company in accordance with this Agreement; and

**WHEREAS**, the Initial Member wishes to enter into this Agreement to set forth the terms and conditions governing the operation and management of the Company;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this **Section 1.01**:

“**Acceptance Notice**” has the meaning set forth in Section 7.09.

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<sup>1</sup> NTD: Please confirm identity of Initial Member and the equity holders of the Initial Member.

**“Adjusted Capital Account Deficit”** means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

**“Adjusted Taxable Income”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income and loss from the Company were the only income and loss of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

**“Affiliate”** means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings. For the avoidance of doubt, neither Apache nor any of its Subsidiaries nor Credit Bid Purchaser nor any of its Subsidiaries shall constitute an Affiliate of the Company.

**“Agreement”** has the meaning set forth in the **Preamble**.

**“Apache”** means Apache Corporation, a Delaware corporation, and its successors or assigns.

**“Applicable Law”** means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

**“Approved Providers”** has the meaning set forth in Section 7.02(a).

**“BOC”** means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

**“Book Depreciation”** means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be (a) if such difference is being eliminated by use of the remedial method under Treasury Regulations Section 1.704-3(d), the amount of book basis recovered for such period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), or (b) if the remedial method is not used, an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Sole Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

**“Book Value”** means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately before the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets may, in the sole discretion of the Sole Manager, be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Sole Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset



pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

**“Business Day”** means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Texas are authorized or required to close.

**“Capital Account”** has the meaning set forth in **Section 3.03**.

**“Capital Contribution”** means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

**“Certificate of Formation”** has the meaning set forth in the **Recitals**.

**“Certificate of Termination”** means a certificate to be filed upon completion of the winding up and liquidation of the Company as set forth in **Section 11.04**, which certificate shall be in the form required by § 11.101 of the BOC.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company”** has the meaning set forth in the **Preamble**.

**“Company Minimum Gain”** means “partnership minimum gain” as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term “Company” for the term “partnership” as the context requires.

**“Confidential Information”** has the meaning set forth in **Section 12.03(a)**.

**“Confirmation Order”** means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in form and substance reasonably acceptable to Apache.

**“Continuance”** has the meaning set forth in Section 11.01.

**“Covered Person”** has the meaning set forth in **Section 9.01(a)**.

**“Credit Bid Purchaser”** means [\_\_\_\_\_],<sup>2</sup> a Delaware limited liability company, and its successors and assigns.

**“Credit Bid Purchaser Documents”** means the agreements entered into between the Credit Bid Purchaser and the Company in connection with the Plan of Reorganization, including but not limited to the Farmout Agreement, Transition Services Agreement, and the Credit Bid Purchaser Contract Services Agreement, if executed.

**“Credit Bid Purchaser Contract Services Agreement”** means, in the event the Credit Bid Purchaser becomes the Service Provider under Section 7.04 of this Agreement, the Contract Services Agreement to be entered into between the Credit Bid Purchaser and the Company in the form attached to the Implementation Agreement, which, if executed, will be deemed the Service Provider Agreement hereunder.

**“Decommissioning Agreement”** means that certain Decommissioning Agreement, dated as of September 30, 2013, by and among Apache, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended by (i) the First Amendment thereto dated as of September 30, 2013, (ii) the Second Amendment thereto dated as of September 30, 2013, (iii) the Third Amendment thereto dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement dated January 3, 2018, and (v) the Fifth Amendment thereto dated effective as of April 11, 2018.

**“Decommissioning Security”** means the funds available from Trust A, the letters of credit, and the bonds from time to time outstanding pursuant to the Decommissioning Agreement or documents or instruments related thereto.

**“Depletable Property”** means each separate oil and gas property as defined in Section 614 of the Code.

**“Divisive Merger Documents”** means the certificate of division, the plan of division, the certificate of merger, and other documents filed by or on behalf of Fieldwood with respect to the Company with the Texas Secretary of State related to the divisive merger pursuant to the Plan of Merger and the formation of the Company.

**“Electronic Transmission”** means any form of communication, including communication by use of or participation in one or more electronic networks or databases, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

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<sup>2</sup> NTD: Name to be confirmed.

**“Equity Securities”** means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Membership Interests, and warrants or other rights to acquire such Membership Interests.

**“Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Sole Manager. In making such estimate, the Sole Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Sole Manager reasonably determines are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

**“Excess Amount”** has the meaning set forth in **Section 6.02(c)**.

**“Fair Market Value”** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Sole Manager on such factors as the Sole Manager, in the exercise of his or her reasonable business judgment, considers relevant.

**“Farmout Agreement”** means that certain Farmout Agreement of even date herewith by and between the Company and Credit Bid Purchaser in the form attached to the Implementation Agreement.

**“Fieldwood”** means, prior to the effectiveness of the divisive merger pursuant to the Plan of Merger, Fieldwood Energy LLC, and, from and after the effectiveness of the divisive merger pursuant to the Plan of Merger, Fieldwood Energy III, LLC, a Texas limited liability company, and its successors and assigns (excluding, for the avoidance of doubt, the Company).

**“Fiscal Year”** means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

**“GAAP”** means generally accepted accounting principles in the United States of America in effect from time to time; provided, that, notwithstanding any term or provision contained in this Agreement, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter) in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

**“GOM Shelf”** means GOM Shelf LLC, a Delaware limited liability company, and its successors and assigns.

**“GOM Shelf Properties”** means those assets or properties owned by GOM Shelf.

**“Governmental Authority”** means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

**“Implementation Agreement”** means the [Second Amended Apache Term Sheet Implementation Agreement].

**“Independent Director”** means, initially, [●], or such other Person as may be designated or become the Independent Director pursuant to the terms of this Agreement. The Independent Director shall constitute a “manager” (as that term is defined in the BOC) of the Company.

**“Information Notice”** has the meaning set forth in Section 7.09.

**“Initial Member”** has the meaning set forth in the term **Member**.

**“Legacy Apache Properties”** means the list of assets set forth on Schedule I to the Plan of Merger.

**“Legacy Apache Properties PSA”** means that Purchase and Sale Agreement, dated as of July 18, 2013, between Apache and certain of its affiliates, Fieldwood and certain of its affiliates, and GOM Shelf, as such agreement has been amended.

**“Lien”** means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

**“Liquidator”** has the meaning set forth in **Section 11.03(a)**.

**“Losses”** has the meaning set forth in **Section 9.03(a)**.

**“Member”** means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an **“Initial Member”**); and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the BOC, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the BOC) of the Company.

**“Member Nonrecourse Debt”** means “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

**“Member Nonrecourse Debt Minimum Gain”** means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

**“Member Nonrecourse Deduction”** means “partner nonrecourse deduction” as defined in Treasury Regulations Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

**“Members Schedule”** has the meaning set forth in **Section 3.01**.

**“Membership Interest”** means an interest in the Company owned by a Member, including such Member’s right (a) to its distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the BOC. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

**“Net Income”** and **“Net Loss”** mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(f) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(g) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(h) any gain or loss (including Simulated Gain) resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(i) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(j) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss;

(k) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining

Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(l) any items which are specially allocated pursuant to Section 5.02 hereof shall not be taken into account in computing Net Income or Net Loss. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 5.02 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

**“Nonrecourse Deductions”** has the meaning set forth in Treasury Regulations Section 1.704-2(b).

**“Nonrecourse Liability”** has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

**“Plan of Merger”** means the Agreement and Plan of Merger of Fieldwood into the Company and Fieldwood Energy III LLC, dated as of [●], 2021, and adopted by Fieldwood .

**“Plan of Reorganization”** means the plan of reorganization of Fieldwood that was included in, and was confirmed by, the Confirmation Order.

**“Qualified Person”** has the meaning set forth in Section 7.02(a).

**“Quarterly Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any calendar quarter of a Fiscal Year means the excess, if any of: (a) the product of (i) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year; over (b) all distributions previously made during such Fiscal Year to such Member.

**“Recharacterization Mortgages”** has the meaning assigned to such term in Section 6.7 of the Decommissioning Agreement.

**“Regulatory Allocations”** has the meaning set forth in Section 5.02(f).

**“Rejection Notice”** has the meaning set forth in Section 7.09.

**“Related Party Agreement”** means any agreement, arrangement, or understanding between or among the Company or any of its Affiliates, on the one hand, and the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates, or any Affiliate of the Independent Director, the Sole Manager or any member or officer of the



Company or any of its Affiliates; in each case, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

**“Representative”** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors or lenders, counsel, accountants, and other agents of such Person.

**“Restructuring Support Agreement”** means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (i) Fieldwood and including the Fieldwood PSA Parties (as defined therein); (ii) the Consenting FLTL Lenders (as defined therein); (iii) the Consenting SLTL Lenders (as defined therein); and (iv) Apache.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations thereunder, which shall be in effect at the time.

**“Service Provider”** has the meaning set forth in Section 7.04(a).

**“Service Provider Agreement”** has the meaning set forth in Section 7.04(a).

**“Shortfall Amount”** has the meaning set forth in Section 6.02(b).

**“Simulated Basis”** means, with respect to each Depletable Property, the Book Value of such property.

**“Simulated Depletion”** means, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis and using simulated cost depletion) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2), provided that the Simulated Depletion with respect to a Depletable Property shall in no event exceed the Simulated Basis of such Depletable Property.

**“Simulated Gain or Loss”** means the simulated gain or loss computed with respect to a sale or other disposition of any Depletable Property pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

**“Sole Manager”** has the meaning set forth in Section 7.01.

**“Standby Facility”** means a secured line of credit to be provided by Apache to the Company and GOM Shelf to fund the ongoing plugging and abandonment and decommissioning of the Legacy Apache Properties and the GOM Shelf Properties, which shall become available to advance funds to the Company and for use in accordance with the Standby Facility Documentation. The Standby Facility shall be secured by a first-priority lien on all the assets of the Company (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of the Company to Apache under the Decommissioning Agreement.

**“Standby Facility Documentation”** means the Standby Loan Agreement, dated as of [●], 2020, by and between the Company and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

**“Subsidiary”** means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

**“Tax Advance”** has the meaning set forth in [Section 6.02\(a\)](#).

**“Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the lesser of (i) the product of (a) the Tax Rate for such Fiscal Year (but not to exceed the Tax Rate applicable to C-corporations for such Fiscal Year) and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest or (ii) the actual amount of U.S. federal, state and local income tax (including any state or local tax imposed in lieu of an income tax) paid by such Member with respect to such Fiscal Year in respect of the taxable income allocated to the Member by the Company, after taking into account all deductions available to such Member from all sources in excess of such Member’s income from other sources; *provided, however*, that if at any time Fieldwood Energy Inc. has a cash tax liability (including an estimated tax liability) on account of items of income or gain of the Company without sufficient cash on hand from a corresponding cash distribution in respect of such income or gain (all as reasonably determined by Fieldwood Energy Inc.), then the Tax Amount shall be increased such that the Company timely distributes cash sufficient to pay such tax liability.

**“Tax Matters Representative”** has the meaning set forth in [Section 10.04\(a\)](#).

**“Tax Rate”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any period, means the highest effective marginal combined federal, state, and local tax rate applicable to an individual residing in Houston, Texas (or, if higher, a corporation doing business in Houston, Texas), taking into account (a) the character (for example, long-term or short-term capital gain, ordinary, or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

**“Taxing Authority”** has the meaning set forth in [Section 6.03\(b\)](#).

**“Term Sheet”** means that certain term sheet, dated July 31, 2020, among Fieldwood and certain of its Affiliates, on the one hand, and Apache and certain of its Affiliates, on the other hand.

**“Transfer”** means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. **“Transfer”** when used as a noun shall have a



correlative meaning. “**Transferor**” and “**Transferee**” mean a Person who makes or receives a Transfer, respectively.

“**Transition Services Agreement**” means the transition services agreement in form and substance attached to the Implementation Agreement and attached hereto as **Exhibit A**.

“**Treasury Regulations**” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“**Trust A**” means the Fieldwood Decommissioning Trust A, a Delaware statutory trust.

“**Withholding Advances**” has the meaning set forth in **Section 6.03(b)**.

**Section 1.02 Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

## **ARTICLE II ORGANIZATION**

### **Section 2.01 Formation.**

(a) The Company was formed on [●], 2021, pursuant to the provisions of the BOC, upon the filing, or constructive filing with the Divisive Merger Documents, of the Certificate of Formation with the Secretary of State of the State of Texas.

(b) This Agreement shall constitute the “company agreement” (as that term is used in the BOC) of the Company. The rights, powers, duties, obligations, and liabilities of the Members, the Sole Manager and the Independent Director shall be determined pursuant to the BOC and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member, the Sole Manager or the Independent Director are different by reason of any provision of this Agreement than they would be under the BOC in the absence of such provision, this Agreement shall, to the extent permitted by the BOC, control.

**Section 2.02 Name.** The name of the Company is “Fieldwood Energy I LLC” or such other name or names as may be designated by the Sole Manager; provided, that the name shall always contain the words “Limited Liability Company” or “Limited Company” or an abbreviation of one of those phrases. Amendments to the Certificate of Formation or this Agreement to reflect any such name change may be made by the Sole Manager without the consent of the Members. The Sole Manager shall give prompt notice to the Members of any change to the name of the Company and any related amendment to the Certificate of Formation or this Agreement. The Company may conduct business under any assumed or fictitious name required by Applicable Law or otherwise deemed desirable by the Sole Manager.

**Section 2.03 Principal Office.** The principal office of the Company is located at [●], or such other place as may from time to time be determined by the Sole Manager. The Sole Manager shall give prompt notice of any such change to each of the Members and Apache.

**Section 2.04 Registered Office; Registered Agent.**

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

**Section 2.05 Purposes; Powers.**

(a) The purposes of the Company are to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the Legacy Apache Properties and to cause GOM Shelf to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the GOM Shelf Properties, and to engage in any and all activities necessary or incidental to the foregoing purposes.

(b) At the date of this Agreement, the Company has no assets other than (i) the Legacy Apache Properties, including any accounts receivable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization and any cash flow generated from the Legacy Apache Properties after the effective date of the Plan of Reorganization (such cash flow shall be reinvested and used to fund operating expenditures, to fund plugging and abandonment and decommissioning activities associated with the Legacy Apache Properties and the GOM Shelf Properties, to fund capital expenditures on the Legacy Apache Properties approved and authorized in accordance with this Agreement, and to repay amounts outstanding, if any, under the Standby Facility); (ii) 100% of the limited liability company interests or other equity interests in GOM Shelf; and (iii) the initial capitalization provided by Fieldwood pursuant to the divisive merger in an amount equal to \$50 million *minus* the actual plugging and abandonment and decommissioning expenses incurred by Fieldwood between the date of its bankruptcy petition filing on August 3, 2020, and the effective date of the Plan of Reorganization.

(c) At the date of this Agreement, the Company has no liabilities other than (i) operational liabilities accruing after the effective date of the Plan of Reorganization (including any accounts payable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization), (ii) plugging and abandonment and decommissioning liabilities and obligations (A) relating to the Legacy Apache Properties and (B) of GOM Shelf relating to the GOM Shelf Properties, (iii) obligations under the Decommissioning Agreement and the Legacy Apache Properties PSA, and (iv) obligations under the Standby Facility Documentation.

(d) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the BOC.

**Section 2.06 Term.** The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Texas and shall continue in existence perpetually until the Company is terminated in accordance with the provisions of this Agreement.

### ARTICLE III CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

**Section 3.01 Initial Capital Contributions.** Contemporaneously with the execution of this Agreement, and pursuant to the Plan of Reorganization and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company shall have the property and assets identified in clauses (i) through (iii) in Section 2.05(b), which shall constitute the aggregate Capital Contributions made by the Initial Member. The Initial Member shall own Membership Interests in the amount set forth opposite such Member's name on Schedule A attached hereto (the "**Members Schedule**"). From and after the date of this Agreement, the Sole Manager shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

**Section 3.02 Additional Capital Contributions.** No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Sole Manager and, in connection with an issuance of additional Membership Interests, made in compliance with Section 7.06(e). To the extent that a Member makes an additional Capital Contribution to the Company, the Sole Manager shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

**Section 3.03 Maintenance of Capital Accounts.** The Company shall establish and maintain for each Member a separate capital account (a “**Capital Account**”) on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member’s Capital Account shall be increased by the amount of:
  - (i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution and any additional Capital Contributions;
  - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and
  - (iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.
- (b) Each Member’s Capital Account shall be decreased by:
  - (i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(d);
  - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and
  - (iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

**Section 3.04 Succession Upon Transfer.** In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI, and ARTICLE XI in respect of such Membership Interests.

**Section 3.05 Negative Capital Accounts.** In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon termination or liquidation thereof, to restore such negative balance or make

any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or termination in contravention of this Agreement.

**Section 3.06 No Withdrawals from Capital Accounts.** No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

**Section 3.07 Treatment of Loans from Members.** Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

**Section 3.08 Modifications.** The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Sole Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Sole Manager may authorize such modifications without the consent of any Member.

## **ARTICLE IV MEMBERS**

**Section 4.01 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being a Member.

**Section 4.02 No Withdrawal.** So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the winding up and termination of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the winding up and termination of the Company shall be null and void. As soon as any Person who is a Member ceases to hold a Membership Interest, such Person shall no longer be a Member.

**Section 4.03 No Interest in Company Property.** No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

#### **Section 4.04 Certification of Membership Interests.**

(a) The Sole Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Sole Manager shall issue certificates representing Membership Interests in accordance with Section 4.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH COMPANY AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

#### **Section 4.05 Meetings of Members.**

(a) Meetings of the Members may be called by (i) the Sole Manager or (ii) a Member or group of Members holding a majority of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Sole Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Texas, as the Sole Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons



participating in the meeting can talk to and hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. In lieu of a proxy, a Member may grant an irrevocable power of attorney to conduct the affairs of such Member with respect to matters of the Company, including matters relating to the organization, internal affairs, or termination of the Company.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; provided, that the appropriate Members shall have been notified of the meeting in accordance with **Section 4.05(b)**. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. Subject to **Section 4.06**, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to **Section 4.06**, Section 7.05, Section 7.06, **Section 12.10** or any provision of this Agreement or the BOC requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the outstanding Membership Interests.

#### **Section 4.06 Action Without Meeting.**

(a) Notwithstanding the provisions of **Section 4.05**, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Sole Manager of each such action taken by written consent of a Member or Members.

(b) A Member's consent may not be established by a Member's failure to object to an action in a timely manner or by any other means not explicitly provided for in this Agreement.

(c) If any action or decision permitted by this Agreement to be taken or made by less than all of the Members is taken or made by a written consent signed by less than all of the Members, the Sole Manager shall, within ten calendar days after such action is taken or such decision is made, give written notice of the action taken or the decision made to the Members who did not sign the written consent.

**Section 4.07 Power of Members.** The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the BOC. Except as otherwise specifically provided by this Agreement or required by the BOC, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company, other than to the extent that the Company has granted a power of attorney to such Member to bind the Company on such actions.

**Section 4.08 Similar or Competitive Activities; Business Opportunities.** Nothing contained in this Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from such other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Members of a business opportunity of any type or description.

## ARTICLE V ALLOCATIONS

**Section 5.01 Allocation of Net Income and Net Loss.** For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in **Section 5.02**, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

**Section 5.02 Regulatory and Special Allocations.** Notwithstanding the provisions of **Section 5.01**:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member



Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) Simulated Depletion and Simulated Loss with respect to any Depletable Property shall be allocated among the Members in proportion to their shares of the Simulated Basis in such property. Each Member's share of the Simulated Basis in each of the Company's Depletable Properties shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such Depletable Property is acquired by the Company, and shall be reallocated among the Members in accordance with the Members' Membership Interest as determined immediately following the occurrence of an event giving rise to any adjustment to the Book Values of the Company's oil and gas properties pursuant to the terms of this Agreement (or at the time of any material additions to the federal income tax basis of such Depletable Property).

(f) The allocations set forth in subsections Section 5.02(a), Section 5.02(b), Section 5.02(c), Section 5.02(d) and Section 5.02(e) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

### **Section 5.03 Tax Allocations.**

(a) Subject to Section 5.03(b), Section 5.03(c), and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions pursuant to Section 5.01 and Section 5.02, except

that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in Section 1.01(c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager.

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Sole Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The deduction for depletion with respect to each separate oil and gas property (as defined in Section 614 of the Code) shall, in accordance with Section 613A(c)(7)(D) of the Code, be computed for federal income tax purposes separately by the Members rather than the Company. The proportionate share of the adjusted tax basis of each oil and gas property shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such oil and gas property is acquired by the Company (and any additions to such U.S. federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such adjusted U.S. federal income tax basis to be in accordance with their Membership Interests as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Membership Interests as determined immediately following the occurrence of an event giving rise to an adjustment to the Book Values of the Company's oil and gas properties. For purposes of the separate computation of gain or loss by each Member on the taxable disposition of each oil and gas property, the amount realized from such disposition shall be allocated (i) first, to the Members in an amount equal to the Simulated Basis in such oil and gas property in proportion to their allocable shares thereof and (ii) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gain. The allocations described in this Section 5.03(e) are intended to be applied in accordance with the Members' "interests in

partnership capital” under Section 613A(c)(7)(D) or the Code; provided, however, that the Members understand and agree that the Sole Manager may authorize special allocations of federal income tax basis, income, gain, deduction or loss, as computed for U.S. federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to each oil and gas property, in such manner as determined consistent with the principles outlined in Sections 5.03(b) and 5.03(c). The provisions of this Section 5.03(e) and the other provisions of this Agreement relating to allocations under Section 613A(c)(7)(D) of the Code are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. Each Member, with the assistance of the Company, shall separately keep records of its share of the adjusted tax basis in each oil and gas property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the reasonable request of the Company, each Member shall advise the Company of its adjusted tax basis in each oil and gas property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection for purposes of allowing the Company to make adjustments to the tax basis of its assets as a result of certain transfers of interests in the Company or distributions by the Company. The Company may rely on such information and, if it is not provided by the Member, may make such reasonable assumptions as it shall determine with respect thereto. When reasonably requested by the Members, the Company shall provide all available information needed by such Members to comply with the record keeping requirements of this Section 5.03(e) and other applicable tax reporting obligations.

(f) Allocations pursuant to this **Section 5.03** are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions, or other items pursuant to any provisions of this Agreement.

**Section 5.04 Allocations in Respect of Transferred Membership Interests.** In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of **ARTICLE VIII**, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

## **ARTICLE VI DISTRIBUTIONS**

### **Section 6.01 General.**

(a) Subject to **Section 6.02**, distributions of available cash shall be made to the Members when and in such amounts as determined by the Sole Manager and only following (i) payment of all operating expenses of the Company, including required payments under the Transition Services Agreement or the Service Provider Agreement, (ii) the repayment in full to Apache of any outstanding principal amounts borrowed by the

Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, and (iv) the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties. After making all distributions required for a given Fiscal Year under Section 6.02 and repaying/paying all amounts then due and outstanding under the Standby Facility as described in the preceding sentence, distributions determined to be made by the Sole Manager pursuant to this Section 6.01(a) shall be paid to the Members in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Members (i) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, except as provided in Section 6.02, or (ii) if such distribution would violate § 101.206 of the BOC or other Applicable Law.

## **Section 6.02 Tax Advances.**

(a) At least three days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 90<sup>th</sup> day of the next succeeding Fiscal Year; provided, that if the Company has made distributions other than pursuant to this Section 6.02, the Sole Manager may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.

### **Section 6.03 Tax Withholding; Withholding Advances.**

(a) **Tax Withholding.** Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company, including any obligation under Section 6225 of the Code (as determined by the Tax Matters Representative) based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "**Taxing Authority**") with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum, compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member's reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Membership Interests.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties that may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.



(d) **Overwithholding.** None of the Company, the Sole Manager or the Independent Director shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

#### **Section 6.04 Distributions in Kind.**

(a) Subject to Sections 6.01 and 6.02, the Sole Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property (but not including any oil and gas properties) held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to **Section 6.01**.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Sole Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Sole Manager may require that the Members execute and deliver such documents as the Sole Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

### **ARTICLE VII MANAGEMENT**

**Section 7.01 Management of the Company.** The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Sole Manager ("**Sole Manager**"). Subject to the provisions of Section 7.06, the Sole Manager shall have, and is hereby granted, full and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company.

#### **Section 7.02 Independent Director.**

(a) The Independent Director shall (i) be a natural person who is not, nor for the prior five years has been, a director, officer, employee, trade creditor or equityholder (or spouse, parent, sibling or child of any of the foregoing) of (A) Fieldwood or any Affiliate of Fieldwood or (B) any prior or current lender of Fieldwood (a natural person satisfying such condition set forth in this clause (i), a "**Qualified Person**") and (ii) be provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, [Lord Securities Corporation],<sup>3</sup> Wilmington Trust Company,

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<sup>3</sup> NTD: Does this entity still exist? They are now at Citadel SPV. Lord does not exist.

or, if none of those companies is then in the service of providing professional independent directors, another nationally recognized company selected by Fieldwood (or, following the divisive merger of Fieldwood pursuant to § 10.008 of the BOC, Credit Bid Purchaser) subject to Apache's prior consent, which may be given or withheld in its sole discretion (such providers collectively, the "**Approved Providers**"). [●] is the Qualified Person provided by an Approved Provider that, as of the date of this Agreement, has been appointed to serve as the initial Independent Director and has also been approved to serve as the initial Independent Director for the Company in connection with the Confirmation Order entered by the Bankruptcy Court for the Southern District of Texas before which the reorganization of Fieldwood was being conducted.

(b) The Independent Director may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. If the Independent Director is removed with Apache's written consent or the Independent Director resigns or otherwise ceases to serve in such capacity, then the Company (acting by majority vote of its Members) shall select another Qualified Person from the Approved Providers to serve as the Independent Director.

**Section 7.03 Sole Manager.** The Company shall not have any officers or employees other than a Sole Manager. In accordance with the procedure for the selection of the Sole Manager set forth in the Term Sheet, [●] has been selected and designated to serve as the initial Sole Manager. The Sole Manager may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. In the event that the Sole Manager is removed with Apache's written consent or the Sole Manager resigns or otherwise ceases to serve in such capacity, then the Sole Manager shall be selected pursuant to the following procedure: Apache and the Company (acting through the Independent Director for all purposes under this Section 7.03, who shall solicit input from Credit Bid Purchaser for all purposes under this Section 7.03) shall each provide the other with a list of three natural persons, each having a minimum of five years of relevant experience in the energy sector; and if one or more names appear on both Apache's and the Company's lists, then the Company will select, and the Member(s) shall cause the Company to select, the new Sole Manager from those common names; if, however, there are no common names between Apache's and the Company's lists, then Apache and the Company (acting through the Independent Director, who shall solicit input from Credit Bid Purchaser) shall each have the right to strike two names from the other's list, and the new Sole Manager shall be selected by the Independent Director from the remaining two names.

**Section 7.04 Service Provider.**

(a) Subject to the Transition Services Agreement, the Sole Manager shall hire one or more third-party service provider(s) (whether one or more, collectively, the "**Service Provider**") to perform all operations and plugging and abandonment and decommissioning activities with respect to the Company's and GOM Shelf's properties or assets in a manner consistent with the procedures set forth in this Section 7.04. The Sole Manager shall solicit and obtain a bid for the work to be performed by each Service Provider from not less than three qualified candidates, each of which must (i) have a minimum of five years of relevant experience and (ii) not be, as of such date when bids are submitted, an Affiliate of Apache;

such bids shall detail the scope, terms and conditions of the work to be performed, along with the price to be paid for the performance of such work. The Company shall share copies of each such bid received with Apache promptly following receipt thereof. Following the receipt of such bids, with Apache's prior written consent (which may be given or withheld in its sole discretion), the Sole Manager shall select the candidate whose bid contains the lowest price and best terms for the work to be performed, in view of their relevant experience (all as determined in good faith by the Sole Manager and consented to by Apache), to serve as the Service Provider, and shall cause the Company to enter into an agreement with such Service Provider (such agreement, a "**Service Provider Agreement**") to provide services contemplated in this Section 7.04; provided that, immediately prior to executing such Service Provider Agreement, the Sole Manager shall have confirmed that the proposed Service Provider satisfies the candidate qualifications detailed in clause (ii) of the immediately prior sentence (as if being considered on the date of such Service Provider Agreement rather than the date when bids are submitted), and if the proposed Service Provider does not satisfy such candidate qualifications, the Sole Manager shall then reconsider the submitted bids and select another candidate in accordance with the requirements of this sentence as if the previously selected candidate had not submitted a bid. Any Service Provider Agreement shall be in such form and contain such terms as the Sole Manager determines in good faith to be appropriate and consistent with this Section 7.04. In the event that the Sole Manager elects to remove the Service Provider or the Service Provider otherwise ceases to provide its services in such capacity, then the Sole Manager shall again bid out the work, and shall select the Person to serve as the successor Service Provider, in accordance with the foregoing procedures of this Section 7.04. The Credit Bid Purchaser shall be deemed to satisfy the requirements of a candidate for the Service Provider under this Section 7.04(a).

(b) Upon the effectiveness of the Plan of Reorganization, the Company shall enter into the Transition Services Agreement and the Farmout Agreement with Credit Bid Purchaser. Pursuant to the Transition Services Agreement, Credit Bid Purchaser shall provide transitional operations for the Company in accordance with the terms of the Transition Services Agreement. The Company and Credit Bid Purchaser (in its sole discretion) may mutually agree that Credit Bid Purchaser shall become the Service Provider, at the effective time of which the Transition Services Agreement shall terminate, and the Sole Manager shall cause the Company to enter into the Service Provider Agreement with Credit Bid Purchaser. Furthermore, as provided in the Transition Services Agreement, the Transition Services Agreement may be terminated by the Company, in its sole discretion, in accordance with the terms of the Transition Services Agreement.

**Section 7.05 Actions Requiring Independent Director Consent and Service Provider.** Without the prior consent of the Independent Director (which consent may be given or withheld in the sole discretion of the Independent Director), and the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

(a) amend, modify, supplement or waive the Certificate of Formation, this Agreement or any other organizational documents of the Company or its Subsidiaries;



- (b) remove or replace the Sole Manager or the Service Provider;
- (c) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;
- (d) wind-up, dissolve, liquidate or terminate the Company or any of its Subsidiaries prior to the occurrence of any event set forth in Section 11.01 or enter into a receivership or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;
- (e) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or
- (f) reinstate the Company or GOM Shelf after termination.

Except as provided in the fourth sentence of Section 9.02(a), in exercising its rights and performing its duties under this Agreement (including pursuant to this Section 7.05), the Independent Director shall have fiduciary duties of loyalty and care similar to that of a director of a business corporation organized under the BOC.

**Section 7.06 Actions Requiring Apache Consent.** Without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion, unless expressly indicated otherwise), the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

- (a) conduct or be involved in any business or operations other than (i) operating or plugging and abandoning and decommissioning the Legacy Apache Properties, (ii) causing GOM Shelf to operate or plug and abandon and decommission the GOM Shelf Properties, and (iii) performing its obligations under the Credit Bid Purchaser Documents and the Services Provider Agreement;
- (b) purchase or farm-in any properties or assets or sell any of the Company's or GOM Shelf's properties or assets; provided that, following receipt of any such written consent from Apache to purchase or farm-in any properties or assets, other than with respect to usual and ordinary G&A and operating expenditures required to own and maintain such properties or assets, no additional funds of, or available to, the Company or GOM Shelf shall be spent with respect to such properties or assets without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion), provided further, however, that if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash

flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(c) farm-out any of the Company's or GOM Shelf's properties or assets; provided, however, if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(d) incur indebtedness for borrowed money other than pursuant to the Standby Facility, pledge or grant Liens on any properties or assets of the Company or GOM Shelf other than those provided pursuant to the Standby Facility Documentation and the Recharacterization Mortgages, or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person; provided, however, the Company may (i) establish a working capital line of credit secured by Liens subordinated in all respects to the Liens and payment and other obligations provided for in the Standby Facility Documentation, (ii) draw on such line of credit solely for the business purposes specified in 7.06(a), and (iii) repay up to \$50,000,000 of such debt in the ordinary course of its business prior to repayment of the obligations secured by Liens in favor of Apache; provided further, however, that the Company shall not establish, draw on, or repay any such line of credit during the existence of an event of default under the Standby Facility Documentation or if such action would cause an event of default under the Standby Facility Documentation;

(e) issue additional Membership Interests or any other Equity Securities or admit additional Members to the Company, or issue additional equity interests of or admit additional members to GOM Shelf;

(f) use its free cash flow (after operating expenses, including fees paid under the Credit Bid Purchaser Documents and the Services Provider Agreement) for any purposes other than fulfilling its obligations to Apache under the Decommissioning Agreement and the Standby Facility Documentation for so long as the obligations thereunder have yet to be satisfied in full (for the avoidance of doubt, Apache's consent shall be required for any development activities proposed by Credit Bid Purchaser under the Farmout Agreement);

(g) make any loan, advance, or capital contribution or make any investment in any Person;

(h) enter into, amend, waive, or terminate any Related Party Agreement;

(i) amend, modify, supplement, restate, or waive any provision of the Certificate of Formation, this Agreement, or any other organizational documents of the

Company or its Subsidiaries (and any such amendment, modification, supplement, or waiver that is attempted without Apache's prior written consent shall be void *ab initio* and without effect);

(j) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business;

(k) select, remove (other than for gross negligence or willful misconduct), or replace, or change the work to be performed by, the Service Provider;

(l) remove (other than for gross negligence or willful misconduct), replace, or change the powers, rights, or responsibilities of, the Sole Manager or the Independent Director;

(m) establish a Subsidiary or enter into any joint venture or similar business arrangement or enter into a transaction covered by Section 7.09;

(n) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company or GOM Shelf;

(o) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion, or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;

(p) wind-up, dissolve, liquidate, or terminate the Company or any of its Subsidiaries or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(q) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(r) reinstate the Company or GOM Shelf after termination.

In addition to the foregoing, if (i)(A) the Company or GOM Shelf defaults on its plugging and abandonment and decommissioning obligations under the Decommissioning Agreement, (B) any Governmental Authority or any other Person seeks to cause Apache or its Affiliates to conduct plugging and abandonment or decommissioning activity that is required in accordance with Applicable Law or contract in respect of any of the Legacy Apache Properties or the GOM Shelf Properties, and (C) Apache conducts such plugging and abandonment or decommissioning activity or activities, or (ii) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, any letter of credit or bond that is part of the Decommissioning Security is not renewed in a manner consistent in all respects with the existing terms of such letter of credit or bond, then the Company shall, and the Independent Director and the Sole Manager shall cause the Company to: (x) if applicable, as promptly as practicable after the Independent Director or the

Sole Manager becomes aware of an event described in clause (ii) immediately above, provide written notice to Apache of the upcoming expiration of, and inability to renew, such letter of credit or bond in a manner consistent in all respects with the existing terms of such letter of credit or bond and (y) pay or reimburse Apache for the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures, which costs shall be determined in good faith by Apache based on the time spent by such employees in performing or overseeing such activities) and expenses incurred in conducting such activity or activities; provided, however, that, to the extent such costs are not direct, out-of-pocket costs incurred by Apache that are reimbursable under the Decommissioning Agreement, such costs shall be reimbursed to Apache only by draws on the Standby Facility which shall not be repaid by the Company unless and until all surety bonds and letters of credit included within Decommissioning Security have been fully utilized by Apache or it is determined in good faith by Apache that it will have no further drawings under such bonds and letters of credit.

Furthermore, the Company shall provide written notice to Apache of (i) each request or proposal the Company or GOM Shelf receives from a Person to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties and (ii) each prospective joint development under the Farmout Agreement. In connection with each of the foregoing, the Company shall, and shall cause GOM Shelf to, provide Apache full and open access to all information that the Company or GOM Shelf has regarding each such opportunity.

**Section 7.07 Compensation and Reimbursement of the Independent Director, the Sole Manager, the Service Provider and Credit Bid Purchaser.** The Independent Director shall be compensated for the services provided by such individual as the Independent Director of the Company in the amount as specified in Schedule B attached hereto. The Sole Manager shall be compensated for the services provided by such individual as the Sole Manager of the Company in the amount as specified in Schedule C attached hereto. The Company shall reimburse the Independent Director and the Sole Manager for all ordinary, necessary, and direct third-party expenses incurred by the Independent Director and the Sole Manager, respectively, on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed \$[●] in the aggregate for any Fiscal Year. The Service Provider shall be compensated for the services provided by the Service Provider and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as shall be set forth in the applicable Service Provider Agreement. Credit Bid Purchaser shall be compensated for its services under the Transition Services Agreement and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as set forth in the Transition Services Agreement.

**Section 7.08 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, neither the Independent Director nor the Sole Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment,

decree, or order of a court, solely by reason of being or acting as the Independent Director or the Sole Manager, as applicable.

**Section 7.09 Funding Capital Expenditures.** Prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, if the Company receives a proposal that the Company engage in any project that is forecast to increase production or cash flow generated from the Legacy Apache Properties or the GOM Shelf Properties (excluding any proposed development activities pursuant to the Farmout Agreement), then the Sole Manager shall, through a written notice, offer to Apache the opportunity to fund the capital expenditures related to such project on behalf of the Company on terms and subject to conditions to be mutually agreed between the Company and Apache; provided that the Company acknowledges and agrees that if any such capital expenditures are funded, in whole or in part, out of funds then available to be borrowed by the Company under the Standby Facility, any additional properties or assets obtained or that come into existence as a result of the use of such borrowed amounts under the Standby Facility, including, without limitation, any increased production or cash amounts generated thereby, shall be pledged as additional security under the Standby Facility Documentation. Such written notice provided to Apache shall include all available details about such opportunity, including, but not limited to, the forecast impact on production and cash flow from the Legacy Apache Properties or the GOM Shelf Properties, as appropriate. Apache shall have a reasonable period (not to exceed 20 Business Days) following its receipt of such written notice to provide written notice to the Company of (a) Apache's election to fund any such capital expenditures and the terms and conditions that Apache proposes to apply thereto, including whether it will fund such capital expenditure, in whole or in part, using amounts then available to be borrowed by the Company under the Standby Facility (such notice, an "**Acceptance Notice**"), (b) Apache's election not to fund any such capital expenditures (such notice, a "**Rejection Notice**"), or (c) Apache's request for additional information it requires to fully evaluate the proposed project (such notice, an "**Information Notice**"). If Apache provides a timely Acceptance Notice, then the Company and Apache shall endeavor in good faith to negotiate the proposed terms and conditions that will apply thereto, and if mutually satisfactory terms are agreed to by the Company and Apache, such terms and conditions shall be documented as promptly as practicable and the closing of such agreement and funding(s) of such capital expenditures shall occur as so agreed. If (i) Apache timely provides to the Company a Rejection Notice, (ii) Apache timely provides an Acceptance Notice but the Company and Apache are unable within 60 Business Days after the Company's receipt of the Acceptance Notice to agree upon mutually satisfactory terms and conditions applicable thereto, or (iii) Apache does not submit a timely response to the offer, then the offer for Apache to fund the capital expenditures of the Company in the applicable project shall be deemed rejected by Apache and the Company shall have 180 days within which to obtain third-party funding for such capital expenditures subject to, and in accordance with, the other terms and conditions of this Agreement (including, without limitation, Section 7.06); provided, however, if the Company is unable to obtain such funding subject to, and in accordance with, the other terms and conditions of this Agreement within such 180-day period, then the Company must again follow the procedures in this Section 7.09 and offer Apache the opportunity to fund such expenditures. If Apache timely provides the Company with an Information Notice, then the Company shall endeavor in good faith to promptly provide the requested information to Apache, and following Apache's receipt of such

information, Apache shall have the right to accept or reject such offer on the terms set forth in this Section 7.09.

## **ARTICLE VIII TRANSFER**

### **Section 8.01 General Restrictions on Transfer.**

(a) No Member shall Transfer all or any portion of its Membership Interest in the Company without the prior written approval of:

(i) Apache and the Company prior to (A) the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, (B) the repayment in full of any and all amounts outstanding under the Standby Facility and the satisfaction of all obligations under the Standby Facility Documentation, (C) the payment or reimbursement by the Company or from funds available under the Decommissioning Security of the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures) and expenses incurred by Apache and its Affiliates (1) in performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties or (2) pursuant to or as may be required in connection with the Decommissioning Agreement, and (D) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required; and

(ii) thereafter, the Company.

(b) Subject to Section 8.01(a), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code



within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the BOC;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void *ab initio*, no such Transfer shall be recorded on the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Subject to Section 7.06(e), no Transfer of any Membership Interest to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee has executed a joinder agreement in form and substance acceptable to the Company.

(e) For the avoidance of doubt, any completed Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest."

## ARTICLE IX EXCULPATION AND INDEMNIFICATION

### Section 9.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each current or former Member; (ii) each current or former manager, officer, director (including the Independent Director), shareholder, partner, member, Affiliate, employee, agent, or Representative of each Member, and each of their Affiliates; and (iii) each manager (including the Sole Manager), officer (if any), employee (if any), agent, or Representative of the Company.

(b) **Standard of Care.** Subject to Section 9.02(a) with respect to the Independent Director, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in § 3.102 or § 3.105 of the BOC.

## **Section 9.02 Liabilities and Duties of Covered Persons.**

(a) **Limitation of Liability.** This Agreement, unless otherwise specifically stated herein, is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. Notwithstanding anything to the contrary in this Article IX, to the fullest extent permitted by Applicable Law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Company, including its creditors, in acting or otherwise consenting to matters requiring the consent of the Independent Director in this Agreement. Except for duties to the Company as set forth in the immediately preceding sentence (including duties to the Members and the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) all other interests of the Members, (ii) the interests of other Affiliates of the Company, and (iii) the interests of any group of Affiliates of which the Company is a part) and in the last sentence of Section 7.05, the Independent Director shall not have any fiduciary duties to the Members or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, the Independent Director shall not be liable to the Company, the Members or any other Person bound by this Agreement for breach of contract or breach of



duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct.

(b) **Duties.** Except as provided in Section 9.02(a) with respect to the Independent Director, whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

### **Section 9.03 Indemnification.**

(a) **Indemnification.** To the fullest extent permitted by the BOC, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the BOC permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, Affiliate, manager, director, officer, employee, or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful and intentional misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any

action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) **Control of Defense.** Upon a Covered Person's discovery of any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit, or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 9.03, unless the Company shall have been materially prejudiced thereby. The Company shall be entitled to participate in or assume the defense of any such claim, lawsuit, or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim, lawsuit, or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend, or defending any such claim, lawsuit, or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit, or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit, or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit, or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 9.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) **Entitlement to Indemnity.** The indemnification provided by this Section 9.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 9.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(e) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach

by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Sole Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(f) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 9.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) **Savings Clause.** If this Section 9.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.03 to the fullest extent permitted by any applicable portion of this Section 9.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) **Amendment.** The provisions of this Section 9.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 9.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 9.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

**Section 9.04 Survival.** The provisions of this ARTICLE IX shall survive the dissolution, liquidation, winding up, and termination of the Company.

## ARTICLE X ACCOUNTING; TAX MATTERS

**Section 10.01 Financial Statements and Other Information.** The Company shall furnish to each Member and Apache the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within 105 days after the end of each Fiscal Year, its audited consolidated balance sheet and related consolidated statements of operations, Members' equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by

independent public accountants acceptable to each Member and Apache (without a “going concern” or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied;

(b) **Quarterly Financial Statements.** As soon as available, and in any event within 50 days after the end of each quarterly accounting period in each Fiscal Year (including the last fiscal quarter of the Fiscal Year), its unaudited consolidated balance sheet and related unaudited consolidated statements of operations, Members’ equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the current Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous Fiscal Year or as at the end of such period or periods, all in reasonable detail and certified by the Company as presenting fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; and

(c) **Monthly Operating Data.** As soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to each Member and Apache showing all operating data for the Company and GOM Shelf, including operating expenses and revenue for each of the Company and GOM Shelf, for such calendar month.

(d) **Operating Budget.** As soon as available, but in any event no later than 60 days after the end of each Fiscal Year of the Company, a detailed operating budget for the Fiscal Year, forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to each Member and Apache.

(e) **Additional Information.** Promptly following any reasonable request therefor, such other information regarding the operations, business affairs and financial condition of each of the Company and GOM Shelf, as any Member or Apache may reasonably request, including, without limitation, decommissioning cost estimates and calculations.

**Section 10.02 Inspection Rights.** Upon reasonable notice from a Member or Apache, the Company shall afford each Member or Apache and their respective Representatives access during normal business hours to (a) the Company’s properties, offices, plants, and other facilities; (b) the corporate, financial, and similar records, reports, and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or the Sole Manager or Independent Director, and to

permit each Member or Apache and their respective Representatives to examine such documents and make copies thereof; and (c) any officers, senior employees, and public accountants of the Company, and to afford each Member or Apache and their respective Representatives the opportunity to discuss and advise on the affairs, finances, and accounts of the Company with such officers, senior employees, and public accountants (and the Company hereby authorizes said accountants to discuss with such Member or Apache and their respective Representatives such affairs, finances, and accounts).

**Section 10.03 Income Tax Status.** It is the intent of the Company and the Members that the Company shall be treated as a partnership or a disregarded entity for U.S., federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership or a disregarded entity pursuant to Treasury Regulations Section 301.7701-3.

**Section 10.04 Tax Matters Representative.**

(a) **Appointment.** The Members hereby appoint the Sole Manager as “partnership representative” as provided in Code Section 6223(a) (the “**Tax Matters Representative**”). If any state or local tax law provides for a tax matters partner/partnership representative or Person having similar rights, powers, authority or obligations, the person designated as the Tax Matters Representative shall also serve in such capacity. To the extent required by Applicable Law, if the Tax Matters Representative is an entity, it shall appoint a “designated individual” to act on its behalf. The Tax Matters Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) **US Federal Tax Proceedings.** The Members acknowledge that the Company may elect the application of Section 6226 of the Code. This acknowledgement applies to each Member whether or not the Member owns an interest in the Company in



both the reviewed year and the year of the tax adjustment. In the event that the Company elects the application of Section 6226 of the Code, the Members agree and covenant to take into account and report to the Internal Revenue Service (or any other applicable taxing authority) any adjustment to their tax items for the reviewed year of which they are notified by the Company in a written statement, in the manner provided in Section 6226(b) of the Code, whether or not the Member owns any interest in the Company at such time. Any Member that fails to report its share of such adjustments on its tax return, agrees to indemnify and hold harmless the Company and the Tax Matters Representative from and against any and all losses, costs, liabilities and expenses related to taxes (including penalties and interest) imposed on the Company as a result of the Member's inaction. If the Company is required to pay the assessment of the imputed underpayment under Section 6225(a)(1) of the Code or similar provisions of state law, any taxes, penalties, and interest payable by the Company shall be treated as attributable to the Members, and, to the extent possible, the Tax Matters Representative shall allocate the burden of any such amounts to those Members to whom such amounts are reasonably attributable taking into account the Member's or former Member's allocable share of taxable income or loss with respect to the Fiscal Year to which such assessment pertains and adjustments that may have been made in computing the imputed underpayment. To the extent that any such amount is payable by the Company, at the option of the Tax Matters Representative, such amount shall be recoverable from such Member as provided in Section 6.03(c). The provisions contained in this Section 10.04 shall survive the dissolution, termination or liquidation of the Company, the withdrawal of any Member or the transfer of any Member's interest in the Company and apply to unadmitted assignees of a Member Interest who may be considered current or former partners of the Company for federal tax purposes.

(d) **Tax Returns.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.

(e) **Section 754 Election.** The Tax Matters Representative will make an election under Code Section 754, if the Company is to be taxed as a partnership for federal tax purposes.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

**Section 10.05 Tax Returns.** At the expense of the Company, the Sole Manager (or any officer of the Company that it may designate pursuant to this Agreement) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Sole Manager or any designated officer of the Company, as applicable, will cause to be delivered to each Person who was a Member at any time during such Fiscal Year,

IRS Schedule K-1 to Form 1065, if applicable, and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

**Section 10.06 Company Funds.** All funds of the Company shall be deposited in its name, or in such name as may be designated by the Sole Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Sole Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of the Sole Manager, or any officer or officers of the Company that may be designated by the Sole Manager, as applicable, pursuant to this Agreement.

## ARTICLE XI WINDING UP AND TERMINATION

**Section 11.01 Events Requiring Winding Up.** The Company shall begin to wind up its business and affairs only upon the occurrence of any of the following events (in each case, subject to the applicable provisions of Section 7.06):

- (a) upon the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties;
- (b) the occurrence of a nonwaivable event under the terms of the BOC which requires the winding up of the Company after its termination unless a Continuance occurs in respect of such event; or
- (c) the entry of a judicial decree ordering winding up and termination under § 11.314 of the BOC in proceedings of which Apache has been given notice and an opportunity to participate.

Notwithstanding the occurrence of an event referenced in Section 11.01(b), if the Company is permitted prior to the termination of its existence in accordance with the BOC to revoke a winding up upon the occurrence of such event and each of Apache, the Sole Manager, and the Independent Director provide their prior written consent to such revocation, then, to the extent so permitted under the BOC and in the manner provided therein, the Company's existence shall be continued (the revocation of such a winding up and continuance of the Company, a "**Continuance**").

**Section 11.02 Effectiveness of Termination.** The Company shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in Section 11.01 (if such event has not been revoked or cancelled), but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03, and the Certificate of Termination shall have been filed as provided in Section 11.04.

**Section 11.03 Liquidation.** If the Company is to be terminated pursuant to **Section 11.01**, the Company shall be liquidated and its business and affairs wound up in accordance with the BOC and the following provisions:

(a) **Liquidator.** The Sole Manager shall act as liquidator to wind up the Company (the “**Liquidator**”); provided, however, that if there is then a vacancy in the position of the Sole Manager or the Sole Manager is not willing to act as the Liquidator, the Members shall appoint a person to act as the Liquidator. The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting.** As promptly as possible after the event requiring winding up and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities, and operations through the last day of the calendar month in which such event occurs or the final liquidation is completed, as applicable.

(c) **Notice.** The Liquidator shall deliver to each known claimant of the Company the notice required by § 11.052 of the BOC.

(d) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to Trust A until the aggregate funds in Trust A are in an amount equal to 125% of the then Remaining Decommissioning (as defined in the Decommissioning Agreement);

(iii) Third, to the establishment of and additions to other reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iv) Fourth, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(e) **Discretion of Liquidator.** Notwithstanding the provisions of **Section 11.03(d)** that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in **Section 11.03(d)**, if upon winding up of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities,



Trust A, and reserves, and may, upon approval of holders of a majority of the outstanding Membership Interests, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of **Section 11.03(d)**, undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

**Section 11.04 Certificate of Termination.** Upon completion of the distribution of the assets of the Company as provided in **Section 11.03(d)** hereof, the Liquidator or other such officer shall execute and cause to be filed a Certificate of Termination in the State of Texas and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Texas and shall take such other actions as may be necessary to terminate the Company. Upon acceptance of the Certificate of Termination by the Texas Secretary of State, the Company shall be terminated.

**Section 11.05 Survival of Rights, Duties, and Obligations.** Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to **Section 9.03**.

**Section 11.06 Recourse for Claims.** Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon termination or otherwise) against the Liquidator, the Independent Director, or any other Member.

## ARTICLE XII MISCELLANEOUS

**Section 12.01 Expenses.** Except as otherwise expressly provided herein, in the Restructuring Support Agreement, or in the Confirmation Order, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. In addition to the immediately preceding sentence and the payment or reimbursement to Apache and its Affiliates for the costs and expenses of performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties as provided in the final paragraph of Section 7.06, from time to time as Apache evaluates any matter specified in Section 7.06 for which its consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, the Company shall reimburse Apache for all costs and expenses incurred in connection therewith, with such

reimbursement to be made regardless of whether Apache consents to such matter or provides an Acceptance Notice, Rejection Notice, or Information Notice to the Company with respect to such proposal. Apache's costs shall include, without limitation, third-party costs and the reimbursable costs of compensation and benefits of employees of Apache and its Affiliates who devote productive time to evaluating any matter specified in Section 7.06 for which the consent of Apache is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, which costs shall be determined in good faith by Apache based on the time spent by such employees in conducting such evaluation. The reimbursement to be made pursuant to the immediately preceding sentences shall be made within 30 days of the Company's receipt of a statement from Apache specifying the costs to be so reimbursed.

**Section 12.02 Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

### **Section 12.03 Confidentiality.**

(a) Each Member acknowledges that, during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, "**Confidential Information**"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in **Section 12.03(a)** shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or

requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Members; or (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Transferee agrees in writing to be bound by the provisions of this Section 12.03 as if a Member before receiving such Confidential Information; provided, that in the case of clause (i), (ii), or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive for so long as such Member remains a Member, and for three years following the earlier of (i) termination, dissolution, liquidation, and winding up of the Company; (ii) the withdrawal of such Member from the Company; or (iii) such Member's Transfer of its Membership Interests; provided that with respect to Confidential Information that constitutes a trade secret under Applicable Law, the obligations of each Member under this Section 12.03 shall survive until, if ever, such Confidential Information loses its trade secret protection other than due, directly or indirectly, to an act or omission of the Member.

**Section 12.04 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or
- (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04):

**If to the Company:** Fieldwood Energy I LLC  
[COMPANY ADDRESS]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP  
(which shall not 600 Travis Street  
constitute notice) Suite 4200  
Houston, TX 77002  
Attention: G. Michael O’Leary

**If to the Independent Director:** [INDEPENDENT DIRECTOR ADDRESS]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP  
(which shall not 600 Travis Street  
constitute notice) Suite 4200  
Houston, TX 77002  
Attention: G. Michael O’Leary

**If to a Member:** To the Member’s respective mailing address as set forth on the Members Schedule.

**Section 12.05 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

**Section 12.06 Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 9.03(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, this Agreement shall be modified automatically so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, legal, and enforceable.

**Section 12.07 Entire Agreement.** This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**Section 12.08 Successors and Assigns.** Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Section 12.09 No Third-Party Beneficiaries.** Except (a) with respect to certain rights reserved to Apache as set forth in this Agreement, which shall be for the benefit of and enforceable by Apache, and (b) as provided in **ARTICLE IX**, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 12.10 Amendment.** Subject to Sections 2.02 and 7.06(i), no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement may be made by the Independent Director without the consent of or execution by the Members.

**Section 12.11 Waiver.** No waiver by any party or Apache of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving or Apache, respectively. No waiver by any party or Apache shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this **Section 12.11** shall diminish any of the explicit and implicit waivers described in this Agreement.

**Section 12.12 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

**Section 12.13 Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal courts of the United States of America or the courts of the State of Texas, in each case located in Harris County and in Houston, Texas. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in **Section 12.04** shall be effective service of process for any suit, action, or other proceeding brought in any such court.

**Section 12.14 Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 12.15 Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties or Apache, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto and Apache shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**Section 12.16 Attorney's Fees.** In the event that any party or third-party beneficiary hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party or third-party beneficiary in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by it in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

**Section 12.17 Remedies Cumulative.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in **Section 9.02** to the contrary.

**Section 12.18 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE FOLLOWS)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Company:**

FIELDWOOD ENERGY I LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
[NAME]  
[TITLE]

**The Initial Member:**

[\_\_\_\_\_]
a [\_\_\_\_\_]

By: \_\_\_\_\_
[NAME]
[TITLE]



**EXHIBIT A**

**FORM OF TRANSITION SERVICES AGREEMENT**

**SCHEDULE A**

**MEMBERS SCHEDULE**

<b>Member Name, and Address</b>	<b>Capital Contribution</b>	<b>Membership Interest</b>
[_____] [ADDRESS]	\$(AMOUNT)	100%
Total:	\$(AMOUNT)	100%

**SCHEDULE B**  
**INDEPENDENT DIRECTOR'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

**SCHEDULE C**

**SOLE MANAGER'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

## **SCHEDULE D**

### **ACCOUNTING PROCEDURES FOR APACHE OFFICERS AND EMPLOYEES**

#### **I. DIRECT CHARGES**

##### **1. LABOR**

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 (“Chargeability of Incentive Compensation Programs”), for:

(1) Apache’s field employees directly employed on-site in the conduct of plugging and abandonment and decommissioning activities with respect to the applicable Legacy Apache Property or the GOM Shelf Property, and

(2) Apache’s employees providing First Level Supervision.

Charges for Apache’s employees identified in Section I.1.A may be made based on the employee’s actual salaries and wages, or in lieu thereof, a day rate representing Apache’s average salaries and wages of the employee’s specific job category.

Charges for personnel chargeable under this Section I.1.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section I.1.

B. Apache’s cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable under Section I.1.A, excluding severance payments or other termination allowances. Such costs under this I.1.B may be charged on a “when and as-paid basis” or by “percentage assessment” on the amount of salaries and wages chargeable under Section I.1.A. If percentage assessment is used, the rate shall be based on Apache’s cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable under Sections I.1.A and B.

D. Personal expenses of personnel whose salaries and wages are chargeable under Section I.1.A when the expenses are incurred in connection with directly chargeable activities.

E. Apache’s cost of established plans for employee benefits, as described in COPAS MFI-27 (“Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation”), applicable to Apache’s labor costs chargeable under Sections I.1.A and B based on Apache’s actual cost not to exceed 40%.

F. Award payments to employees, in accordance with COPAS MFI-49 (“Awards to Employees and Contractors”) for personnel whose salaries and wages are chargeable under Section I.1.A.

## II. OVERHEAD

As compensation for costs not specifically identified as chargeable pursuant to Section I (Direct Charges), Apache shall be reimbursed in accordance with this Section II.

Functions included in the overhead rates regardless of whether performed by Apache, Apache’s Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- design and drafting
- inventory costs
- procurement
- administration
- accounting and auditing
- human resources
- management
- supervision not directly charged under Section I.1 (Labor)
- in-house legal services
- taxation
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the applicable Legacy Apache Property or GOM Shelf Property, other than on-site inspections.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and personal expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

To compensate Apache for overhead costs incurred in connection with any particular plugging and abandonment or decommissioning project conducted on any applicable Legacy Apache Property or GOM Shelf Property, the following overhead rates shall be applied to those costs incurred in the performance of such plugging, abandonment, and decommissioning activities:

- (1) 5% of total costs if such costs are less than \$100,000; plus
- (2) 3% of total costs in excess of \$100,000 but less or equal to \$1,000,000; plus
- (3) 2% of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project

**Exhibit A2**

**FWE III Organizational Documents**

**[To Come]**



**Exhibit A3**

**FWE IV Organizational Documents**

**[To Come]**

**Exhibit B**

**Required Disclosures Under Section 1129(a)(5)**

**Exhibit C**

**Schedule of Retained Causes of Action**

### Schedule of Retained Causes of Action

In accordance with and as provided by section 1123(b) of the Bankruptcy Code,<sup>1</sup> section 10.11 of the *Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors* [Docket No. 1284] (together with all exhibits and schedules thereto and as may be amended, modified, and/or supplemented, the “**Plan**”), and the Confirmation Order, any and all Causes of Action of the Debtors (collectively, the “**Retained Causes of Action**”), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated herein, and such rights to commence, pursue, prosecute, and/or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Except to the extent that any of the Retained Causes of Action are assigned or transferred to the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, shall retain and may enforce all rights to commence, pursue, prosecute, and/or settle, as appropriate, each of the Retained Causes of Action.

As provided by section 10.11(a) of the Plan and the Confirmation Order and except as otherwise provided in the Credit Bid Purchase Agreement, the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors’ legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

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<sup>1</sup> Unless otherwise defined, capitalized terms used herein have the meanings ascribed to them in the Plan (as defined below).

No Entity may rely on the absence of a specific reference in the Confirmation Order, the Plan, herein, or the Disclosure Statement to any Cause of Action against it as any indication that Credit Bid Purchaser, the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, will not pursue any and all available Causes of Action against it.

As provided by section 10.11(b) of the Plan, notwithstanding section 10.11(a) of the Plan, on the Effective Date, Credit Bid Purchaser, the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, shall be deemed to have released all preference actions pursuant to section 547 of the Bankruptcy Code against the holders of Unsecured Trade Claims and General Unsecured Claims (in each case, solely in their capacity as holders of Unsecured Trade Claims and General Unsecured Claims, as applicable).

Unless any Causes of Action against an Entity are (i) expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or pursuant to a Bankruptcy Court order or (ii) sold, transferred, or assigned to the Credit Bid Purchaser or any of the NewCo Entities pursuant to the Credit Bid Purchase Agreement, the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided in the Plan, herein, or the Confirmation Order, any Causes of Action that a Debtor may hold against any Entity shall vest in the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, or be sold, transferred, or assigned to the Credit Bid

Purchaser or any of the NewCo Entities pursuant to the Credit Bid Transaction. the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, shall have the exclusive right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court. For the avoidance of doubt, in the event of any inconsistency between the Credit Bid Purchase Agreement and this schedule, the Credit Bid Purchase Agreement shall govern in all respects.

Notwithstanding and without limiting the generality of section 10.11 of the Plan, all claims and Causes of Action including, but not limited to, the following, are expressly reserved by the Post-Effective Date Debtors, FWE I, or any FWE Additional Entity, as the case may be, (or shall otherwise be sold, transferred, or assigned to the Credit Bid Purchaser or any of the NewCo Entities pursuant to the Credit Bid Purchase Agreement, as applicable): (a) claims related to insurance policies; (b) claims related to tax obligations and refunds; (c) claims, defenses, cross-claims, and counterclaims related to litigation and possible litigation, whether based in tort, contract, equity, or otherwise, including any personal injury claims and wrongful death actions; (d) claims related to contracts and leases; (e) claims related to accounts receivable and accounts payable; (f) claims related to deposits/prepayments, adequate assurance postings, and other collateral postings; (g) claims related to liens; (h) related party claims; (i) claims related to oil and gas leases and related agreements; (j) claims related to the Apache Definitive Documents, the Chevron Definitive Documents, or any Additional Predecessor Agreements; (k) claims, defenses, appeals, cross-

claims, and counterclaims related to any claims or actions asserted by any Governmental Authority, and (l) all other Causes of Action.

Notwithstanding and without limiting the generality of section 10.11 of the Plan, any Causes of Action or claims related to the following are expressly reserved by the Post-Effective Date Debtors, FWE I, FWE IV or any FWE Additional Entity, as the case may be (or shall otherwise be sold, transferred, or assigned to the Credit Bid Purchaser or any of the NewCo Entities pursuant to the Credit Bid Purchase Agreement, as applicable):

- *In re: Fieldwood Energy LLC, et. al Fieldwood Energy LLC, Fieldwood SD Offshore LLC & Fieldwood Energy Offshore LLC v. Sanare Energy Partners* (Adversary Case No. 20-03460);
- *In re: Fieldwood Energy LLC, et. al Fieldwood Energy LLC v. Valero Marketing and Supply Company* (Adversary Case No. 20-03497);
- *Fieldwood Energy LLC, et al. v. Atlantic Maritime Services, LLC* (Adversary Case No. 20-03476);
- *Fieldwood Energy LLC, et al. v. Renaissance Offshore LLC* (Adversary Case No. 20-03461);
- *Fieldwood Energy LLC, et al. Fieldwood Energy, LLC and GOM Shelf LLC v. Everest Reinsurance Company, Philadelphia Indemnity Insurance Company, HCC International Insurance Company Plc, Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC* (Adversary Case No. 20-03418); and
- *Emergency Motion to Compel BP Production & Exploration Inc. to Perform Pre-Petition Contracts* [Docket No. 792].



**Exhibit D**

**Schedule of Assumed Contracts**

Fieldwood Energy, LLC, et al.  
Prepared May 25, 2021

**Schedule of Assumed Contracts**

Notes:

[1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors determine that a contract is not properly assigned to a Debtor entity, the contract will be reclassified to the appropriate Debtor entity.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Related lease parties represent current lease co-working interest owners and RJL partners based on Company accounting records.  
[5] Estimates based on open pre-petition accounts payable balances. Curve estimates were adjusted to zero for completed track agreements.  
[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy, LLC and its Affiliated Debtors.

The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict be-

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Core Estimate [5]	Proposed Contract Treatment [6]	FW I	FW II	FW III
1		Oilfield Services	M&A	UD at Depth, Inc.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
2	11/2014	Oilfield Services	M&A	Abaco, Inc.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
3	11/2014	Oilfield Services	M&A	ACADIAN CONTRACTORS INC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
4	11/2014	Oilfield Services	Master Ground Transportation Contract	ACME TRUCK LINE INC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
5	1/25/2016	Other	Master Services Contract - Quarterly Preventive Maintenance (Houston dx)	ACS MAINTENANCE SOLUTIONS, INC	Fieldwood Energy LLC	n.a.	n.a.	\$437,696	Assume and assign to Credit Bid Purchaser			X
6	11/7/2017	Oilfield Services	M&A	ADAPT CONCEPTS, LLC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
7	9/6/2018	Oilfield Services	ADP ENERGY LLC	Adco Software	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
8		Non-Offiled Services	Proprietary Software License Agreement	Adco Software	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
9		Other	promissory direct deposits, garnishments and tax	ADP	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
10		Oilfield Services	Fieldwood Energy LLC Purchase Order Terms and Conditions	Advanced Localytics Corporation	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
11	11/2014	Oilfield Services	M&A	Advanced Logistics, LLC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
12	4/1/2014	Other Services Agreements	Resources Resources Agreement	AET Inc.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
13	11/2014	Non-Offiled Services	Consulting Agreement	AGLINK TECHNOLOGIES INC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
14		Non-Offiled Services	Consulting Agreements	AGLINK TECHNOLOGIES INC	Fieldwood Energy LLC	n.a.	n.a.	\$19,980.24	Assume and assign to Credit Bid Purchaser			X
15		Oilfield Services	M&A, Work Order For Quarry Compressor Model QSI-220	AGRIUM TECHNOLOGIES INC	Fieldwood Energy LLC	n.a.	n.a.	\$19,980.24	Assume and assign to Credit Bid Purchaser			X
16	11/6/2016	Oilfield Services	Technical Services Contract	AKER SOLUTIONS INC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
17	9/17/2020	Oilfield Services	Fieldwood Energy LLC Purchase Order Terms and Conditions	Alamo Inc.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
18	12/14/2016	Other Misc.	by and between Fieldwood Energy LLC and Al Aboud Development Corporation: Al Aboud Development Corp. surrender of interest	All Aboud Development Corporation, Walter Oil & Gas Corporation	Fieldwood Energy LLC	SS 180 Lease G04232	CASTEX OFFSHORE INC, WALTER OIL & GAS CORPORATION, WALTER OIL & GAS CORPORATION, BRISTOW US LLC	\$0.00	Assume and assign to Credit Bid Divisive Mergers	X		
19	7/14/2016	Non-Offiled Services	Master Service Agreement	ALPHADATA SERVICES	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
20		Non-Offiled Services	Master Services Agreements	ALPHADATA SERVICES	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
21	11/2014	Oilfield Services	M&A	ALTEC, INC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and Assign to Credit Bid Purchaser			X
22	10/1/1997	Leases of Platform Space	Lease of Platform Space - Amerjack Pipeline Company at GC 65 "A" Platform	Amerjack Pipeline Company	Fieldwood Energy Offshore LLC	GC 65 Lease G05589	WILD RIEL CONTROL, INC, REEFWATER AMANOAMENT ALTERNATIVES INC, MARUBEN OIL & GAS (USA) LLC, WALTER OIL & GAS CORPORATION, ERA-HELICOPTERS INC, MANTA OFFSHORE LLC, TALOS ENERGY OFFSHORE, LLC, CHEVRON USA INC, W.A.T.TENER, AMANOAMENT ALTERNATIVES INC, MARUBEN OIL & GAS (USA) LLC, WALTER OIL & GAS CORPORATION, ERA-HELICOPTERS INC, MANTA OFFSHORE, GATHEBING REED, TALOS OFFSHORE LLC, TALOS ENERGY OFFSHORE, LLC, CHEVRON USA INC, W.A.T.TENER, W.I.T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser			X
23	12/1/1997	Facilities & Tie-In Agreements	Offshore Tie-In - Amerjack Pipeline Company at GC 65 "A" Platform	Amerjack Pipeline Company	Fieldwood Energy Offshore LLC	GC 65 Lease G05589	WILD RIEL CONTROL, INC, REEFWATER AMANOAMENT ALTERNATIVES INC, MARUBEN OIL & GAS (USA) LLC, WALTER OIL & GAS CORPORATION, ERA-HELICOPTERS INC, MANTA OFFSHORE, GATHEBING REED, TALOS OFFSHORE LLC, TALOS ENERGY OFFSHORE, LLC, CHEVRON USA INC, W.A.T.TENER, W.I.T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser			X
24	3/27/2017	Facilities & Tie-In Agreements	APPROVAL BY FIELDWOOD ENERGY OFFSHORE TO ASSIGN AND ADDENDUM TO CONSIST TO ASSIGN BETWEEN AMERJACK PIPELINE COMPANY AND SHELL OFFSHORE INC.	AMERJACK PIPELINE COMPANY AND SHELL OFFSHORE INC.	Fieldwood Energy Offshore LLC	GI 116 Lease G13944		\$0.00	Assume and assign to Credit Bid Purchaser			X
25	11/1/2016	Acquisition / PSA / Other Purchase or Sale Agreements	by and between Fieldwood Energy Offshore LLC and Amerjack Pipeline Company LLC, ROW OSG-G 17085-16 6th pipeline	Amerjack Pipeline Company LLC	Fieldwood Energy Offshore LLC	GC 19/65		\$0.00	Assume and assign to Credit Bid Purchaser			X
26	3/27/2017	Offshore Tie-In Agreement	Fieldwood Energy LLC and Amerjack Pipeline Company LLC Consent of PSA	Amerjack Pipeline Company LLC	Fieldwood Energy Offshore LLC	GI 116 Lease G13944	W.I.T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser			X
27	7/11/2006	Marketing, Construction, Operations, Management, Ownership Agreements	between the "Producers", income owners in the Amerjack Pipeline, by and between Fieldwood Energy LLC and ?	Amerjack Pipeline, Chevron Pipe Line Company	Fieldwood Energy LLC	MC 110 Lease G18192	MARUBEN OIL & GAS (USA) LLC, TALOS RESOURCES LLC	\$0.00	Assume and assign to Credit Bid Purchaser			X
28	7/11/2009	Marketing, Construction, Operations, Management, Ownership Agreements	Proposes that the producers utilizing the Amerjack Pipeline, collectively, "the Producers", income owners in the Amerjack Pipeline, by and between Fieldwood Energy LLC and ?	Amerjack Pipeline, Chevron Pipe Line Company	Fieldwood Energy LLC	MC 110 Lease G18192	MARUBEN OIL & GAS (USA) LLC, TALOS RESOURCES LLC	\$0.00	Assume and assign to Credit Bid Purchaser			X
29	7/11/2009	Marketing, Construction, Operations, Management, Ownership Agreements	Proposes that the producers utilizing the Amerjack Pipeline, collectively, "the Producers", income owners in the Amerjack Pipeline, by and between Fieldwood Energy LLC and ?	Amerjack Pipeline, Chevron Pipe Line Company	Fieldwood Energy LLC	MC 110 Lease G18192	MARUBEN OIL & GAS (USA) LLC, TALOS RESOURCES LLC	\$0.00	Assume and assign to Credit Bid Purchaser			X
30		Non-Offiled Services	Addendum to Existing Interior Landscaping Agreement effective 03/03/2020	Ambius	Fieldwood Energy LLC	n.a.	n.a.	\$3,491.77	Assume and assign to Credit Bid Purchaser			X
31	6/1/2000	Marketing - Connection Agreement	Agreement between Amerjack Pipeline and Ausdrain, Shell and Ocean Energy, INC.	Amerjack Pipeline and Ausdrain, Shell and Ocean Energy, INC.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
32	2/17/2014	Oilfield Services	Master Rental Services Agreement	Armag West Services, LLC	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
33	10/1/1996	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERJACK PIPELINE COMPANY AND VASTAR RESOURCES INC.	AMERJACK PIPELINE COMPANY AND VASTAR RESOURCES INC.	Fieldwood Energy LLC	WD 121 Lease G19643, WD 122 Lease G19645	TAMPERE INC	\$0.00	Assume and assign to Credit Bid Purchaser			X
34	3/7/1996	Joint Development / Venture / Exploration Agreements	JOINT DEVELOPMENT AREA AGREEMENT DATED MARCH 17, 1996, between Amerjack Pipeline Company, Louisiana Land and Exploration Company, Enverth Exploration, Inc.	Amerjack Pipeline and Ausdrain, Shell and Ocean Energy, INC.	Fieldwood Energy LLC	ET 107 Lease G15241, ET 108 Lease G03811, ET 117 Lease G04303, ET 118 Lease G15242		\$0.00	Assume and Assign to Credit Bid Divisive Mergers	X		
35	6/26/2018	Oilfield Services	M&A, Transfer of ASB M&A to Affiliates	American Bureau of Shipping, ASBS Consulting, Inc.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
36	11/12/2014	Oilfield Services	Master Ground Transportation Contract	AMERICAN TANK CO., INC.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
37		Oilfield Services	552519 Master Services Agreement dated effective 01/03/2014	AMERICAN TANK CO., INC.	Fieldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			X
38	3/25/2004	Joint Development / Venture / Exploration Agreements	Agreement to Joint Venture Development Agreement dated March 25, 2004 between Ausdrain E 8 R Company LP, Chevron U.S.A. Inc., Hunt Oil Company, Hunt Petroleum, the George R. Brown Partnership LP, Offshore Investment Corp and the Lamar Hunt Trust	Ausdrain E&P Company LP	Fieldwood Energy Offshore LLC	SS 286 Lease G01522, SS 297 Lease G01523		\$0.00	Assume and assign to Credit Bid Purchaser			X

Fieldwood Energy, LLC, et al.  
Prepared May 25, 2021

### Schedule of Assumed Contracts

Notes:

[1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the counterparties listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors determine that a counterparty is not a Debtor, the counterparty will be removed from this schedule.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Related lease parties represent current oil and gas lease co-working interest owners and/or joint parties based on Company accounting records.  
[5] Estimates based on open pre-petition accounts payable balances. Credit estimates were adjusted to zero for completed trade agreements.  
[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy, LLC and its Affiliated Debtors.

[2] The Debtor's continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. 18 the

[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.

[4] Related lease parties represent current lease co-working interest owners and JIB partners based on Company accounting system records.

The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Core Estimate (\$)	Proposed Contract Treatment [5]	FW I	FW II	FW III
39	3/11/1998	Unit Agreement and/or Unit Operating Agreement	UNIT OPERATING AGREEMENT DATED MARCH 11, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC.	ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC.	Feldwood Energy Offshore LLC	GI 170 Lease G13943, GI 118 Lease G13944	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser			
40	3/11/1998	Unit Agreement and/or Unit Operating Agreement	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE GRAND ISLE BLOCK 116 UNIT DATED 03/11/1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSHORE INC. UNIT NO 75439819	ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSHORE INC. UNIT NO 75439819	Feldwood Energy Offshore LLC	GI 170 Lease G13943, GI 118 Lease G13944	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser			
41	3/27/1998	Letter Agreement - Other Land	LETTER FORECLOSURE DATED MARCH 23, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL., AND AMOCO PRODUCTION COMPANY, ET AL.	ANADARKO PETROLEUM CORPORATION, ET AL., AND AMOCO PRODUCTION COMPANY, ET AL.	Feldwood Energy Offshore LLC	GI 170 Lease G13943, GI 118 Lease G13944	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser			
42	6/1/2000	Marketing - Connection Agreement	CONNECTION AGREEMENT DATED MARCH 23, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL., AND AMOCO PRODUCTION COMPANY, ET AL.	ANADARKO PETROLEUM CORPORATION, SHELL OFFSHORE, INC., AND OCEAN ENERGY, INC.	Feldwood Energy Offshore LLC	GI 170 Lease G13943, GI 118 Lease G13944	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser			
43	2/1/2004	Unit Operating Agreement	Operating Agreement by and between Anadarko Petroleum Corporation and Noble Energy, Inc. dated effective February 1, 2004 and amended by (a) First Amendment dated 8 Apr 04 (b) Second Amendment dated 12 Sep 12 (c) Third Amendment dated 1 Jan 13	Anadarko US Offshore LLC	Feldwood Energy LLC	GC 768 Lease G18117	ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser			
44	3/1/2004	Dedication Agreements	Dedication of GC 282 to ANR Pipeline dated 1 Mar 2004	ANR Pipeline Company	Feldwood Energy LLC	GC 282 Lease G16727		\$0.00	Assume and assign to Credit Bid Purchaser			
45	9/30/2001	Marketing - Connection Agreement	CONNECTION AGREEMENT INSTALLATION OF FACILITIES	ANR PIPELINE COMPANY, FOREST OIL CORPORATION	Feldwood Energy LLC	SM 149 Lease G22592		\$0.00	Assume and assign to Credit Bid Purchaser			
46	Original - 9/30/2013; 11/20/2012; 11/4/2014; 2nd Amended 3rd Amended 6/7/2018	Non-CMG Real Property Leases / Rental / Sublease Agreements	Sublease agreement between Feldwood Energy and Apache Total Area: B0150, B0150, L12, L15, L16, L17 and L18 Address: 2000 W Sam Houston Pkwy S, Houston, TX 77042	Apache	Feldwood Energy LLC	Total Area: B0150, B0150, L12, L15, L16, L17 and L18; Pooled: 133,665 SF	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
47	6/30/2011	Other Notices	Apache Notice Letter, dated June 23, 2011, non-consented EB 159, B0150, B0150, L12, L15, L16, L17 and L18	Apache	Feldwood Energy Offshore LLC	EB 159 Lease G02648	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
48	11/20/2012	Indemnity and Release Agreement	GAS IMBALANCE SETTLEMENT RELEASE AND INDEMNITY AGREEMENT BETWEEN APACHE AND SARATOGA, AS PART OF THE SETTLEMENT OF THE LITIGATION UNDER THE LITIGATION AND ALLOCATION AGREEMENT	APACHE AND SARATOGA	Feldwood Energy LLC	MP 140 Lease G02793	JX NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
49	8/15/2012	Marketing - Connection Agreement	REQUEST FOR CONSENT TO ASSIGN SM 149C TO THE INTEREST IN UNION OIL AND FOREST OIL AND EOLUN ENTERPRISES	APACHE AS SUCCESSOR IN INTEREST TO UNION OIL AND FOREST OIL AND EOLUN ENTERPRISES		SM 149 Lease G02592		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
50	9/30/2013	Acquisition / PSA / Other Purchase or Sale Agreements	Opened inventory - City Annual Lease Originally Granted by Apache in 2011 acquisition. Included in Project Tobacco Agreement for \$1 Total Area: 3 buildings; office/household space 33,643 SF; on approx 8 acres Address: 467 NW Evergreen Trace, Davie, FL 33414	Apache Corporation		n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
51	9/30/2013	Other	Sublease Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and assign to Credit Bid Purchaser			
52	10/2/2014	Other	First Amendment to Sublease Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and assign to Credit Bid Purchaser			
53	9/7/2017	Other	Second Amendment to Sublease Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and assign to Credit Bid Purchaser			
54	5/17/2018	Other	Third Amendment to Sublease Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and assign to Credit Bid Purchaser			
55	9/30/2013	Other	Decommissioning Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
56	9/30/2013	Other	First Amendment to Decommissioning Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
57	9/30/2013	Other	Second Amendment to Decommissioning Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
58	7/1/2016	Other	Third Amendment to Decommissioning Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
59	9/1/2017	Other	Fourth Amendment to Decommissioning Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
60	10/2/2018	Other	Letter Agreement Amending Fourth Amendment to Decommissioning Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
61	4/11/2018	Other	Fifth Amendment to Decommissioning Agreement	APACHE CORPORATION	Feldwood Energy LLC	n.a.		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
62	1/13/2003	Farmout Agreement	Farmout Agreement between Apache Corporation & Hunt Petroleum (AEC), Inc.	Apache Corporation & Hunt Petroleum (AEC), Inc.	Feldwood Energy Offshore LLC	SM 40 Lease G19307	SANMARE ENERGY PARTNERS, LLC	\$0.00	Assume and assign to Credit Bid Purchaser			
63	5/19/2003	Confidentiality Agreements / AM and Related Consents	Area of Mutual Interest Agreement by and between FIELDWOOD ENERGY OFFSHORE LLC (SUCSSOR TO GRYPHON EXPLORATION COMPANY, L.L.C.) and SANMARE ENERGY PARTNERS, LLC (SUCSSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)	APACHE CORPORATION (SUCSSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)	Feldwood Energy Offshore LLC	SS 301 Lease G10794		\$0.00	Assume and assign to Credit Bid Purchaser			
64	8/1/2010	Marketing - Service Agreement	SERVICES AGREEMENT FOR OFFSHORE PIPELINE QUALITY BANK SERVICES BY AND BETWEEN APACHE CORPORATION AND ALLOCATION SPECIALIST, LTD.	APACHE CORPORATION AND ALLOCATION SPECIALIST, LTD.	Feldwood Energy LLC	SP 40		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
65	2/1/2013	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE	APACHE CORPORATION AND ENERGY XXI GOM LLC	Feldwood Energy LLC	SP 62 Lease G01294, V# 899 Lease G34408		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
66	2/1/2013	Confidentiality Agreements / AM and Related Consents	Area of Mutual Interest Agreement by and between APACHE CORPORATION AND ENERGY XXI GOM, LLC	MUTUAL INTEREST-APACHE CORPORATION, GOM SHELF LLC AND APACHE CORPORATION AND Hunt Petroleum (AEC), Inc.	Feldwood Energy LLC	SP 62 Lease G01294, V# 899 Lease G34408		\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
67	6/30/2003	Leases of Platform Space	by and between Apache Corporation and Hunt Petroleum (AEC), Inc.	Apache Corporation and Hunt Petroleum (AEC), Inc.		SM 40 Lease G13607	SANMARE ENERGY PARTNERS, LLC	\$0.00	Assume and assign to Credit Bid Purchaser			
68	2/26/2009	Facilities & Tie-In Agreements	TIEN MESS ENERGY AND ALLOCATION AGREEMENT BY AND BETWEEN APACHE CORPORATION AND GSD OPERATING, INC. (Grand Bay Receiving Station)	APACHE CORPORATION AND GSD OPERATING, INC. (Grand Bay Receiving Station)	Feldwood Energy LLC	MP 140 Lease G02793	JX NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
69	8/20/2007	Option Agreement	OPTION AGREEMENT BY AND BETWEEN APACHE CORPORATION AND RIDGEWOOD ENERGY CORPORATION	APACHE CORPORATION AND MAGNUM HUNTER PRODUCTION, INC.	Feldwood Energy LLC	ST 287 Lease G24967	RIDGEWOOD ENERGY CORPORATION	\$0.00	Assume and assign to Credit Bid Purchaser			

Fieldwood Energy, LLC, *et al.*  
Prepared May 25, 2021

### Schedule of Assumed Contracts

Notes:

1. Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.
2. The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are unable to determine the appropriate Debtor entity, the Debtors will continue to list the contracts on this schedule.
3. Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.
4. Related lease parties represent current lease co-working interest owners and JIP partners based on Company accounting system records.
5. Estimates based on open pre-print contract accounts payable balances. Curve estimates were updated to zero for completed trade agreements.
6. Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of *Midland Energy, LLC* and its Affiliated Debtors' Joint Chapter 11 Reorganization (the "Plan") filed with the U.S. Bankruptcy Court for the District of Delaware on 11/11/2014.
7. The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between the proposed treatment set forth on this Schedule of Assumed Contracts and the Plan, the Plan shall prevail.

[illegible]

**Schedule of Assumed Contracts**

**Schedule of Assumed Contracts**

Contracts is for informational purposes only. In the event of any conflict between any of the Definitive Documents relating to the Divisive Merger and this Schedule of Assumed Contracts, the applicable Definitive Document shall control.

[illegible]











Fieldwood Energy, LLC, et al.  
Prepared May 25, 2021

### Schedule of Assumed Contracts

Notes:

[1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are unable to determine the appropriate Debtor entity, the Debtors will continue to make payments to the counterparties listed on this schedule.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Related lease parties represent current lease co-working interest owners and JIB partners based on Company accounting system records.

[4] Related lease parties represent current lease co-working interest owners and JIB partners based on Company accounting system records.

[5] Estimates based on open pre-petition accounts payable balances. Cure estimates were adjusted to zero for completed trade agreements.

[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors. Do

The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict be-

#	Contract Category	Contract Description	Krown Contract Counterparty [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Com Estimate [5]	Proposed Contract Treatment [6]	FW I	FW II	FW III
229	Oilfield Services	700338_Maats Services Agreement dated effective 01/01/2014	CARDINAL CON. TUBING LLC	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			
230	Oilfield Services	Third Party Certification Engineering Group Required by BSEE	CARDINO PIPE TECHNOLOGY SERVICES LLC	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			
240	Oilfield Services	502386_Jindor dated effective 06/24/2019	CARLISLE ENERGY GROUP, INC.	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
242	Oilfield Services	555168_Maats Services Agreement dated effective 11/01/2013	CASED HOLE WELL SERVICES LLC	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			x
243	Operating Agreement - Other	Catalix is named as operator of H1 167 Platform	CATDEX OFFSHORE INC	Feldwood Energy LLC	MP 59 Lease G06461		\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
244	Other Misc.	by and between Feldwood Energy LLC, Chevron U.S.A. Inc., Pwenergy Oil & Gas II, LLC and Catdex Offshore Inc. Requests change to compression standards in that certain Processing & Compression Agreement between Feldwood Energy LLC, Chevron U.S.A. Inc., Pwenergy Oil & Gas II, LLC and Catdex Offshore Inc. Increases to continue compression services past original test period	CATDEX OFFSHORE INC; Chevron U.S.A. Inc.; Pwenergy Oil & Gas II, LLC	Feldwood Energy LLC	MP 59 Lease G03194, MP 59 Lease G06461		\$0.00	Assume and Allocate Pursuant to Divisive Mergers		x	
245	Electricity	by and between Feldwood Energy LLC and Catdex Offshore Inc. Requests change to compression standards in that certain Processing & Compression Agreement between Feldwood Energy LLC, Chevron U.S.A. Inc., Pwenergy Oil & Gas II, LLC and Catdex Offshore Inc. Increases to continue compression services past original test period	CATDEX OFFSHORE INC; Chevron U.S.A. Inc.; Pwenergy Oil & Gas II, LLC	Feldwood Energy LLC	MP 59 Lease G03194, MP 59 Lease G06461		\$0.00	Assume and Allocate Pursuant to Divisive Mergers		x	
246	Electricity	by and between Feldwood Energy LLC and Catdex Offshore Inc. Requests change to compression standards in that certain Processing & Compression Agreement between Feldwood Energy LLC, Chevron U.S.A. Inc., Pwenergy Oil & Gas II, LLC and Catdex Offshore Inc. Increases to continue compression services past original test period	CATDEX OFFSHORE INC; Chevron U.S.A. Inc.; Pwenergy Oil & Gas II, LLC	Feldwood Energy LLC	MP 59 Lease G03194, MP 59 Lease G06461		\$0.00	Assume and Allocate Pursuant to Divisive Mergers		x	
247	Other Handling / Stabilization Agreements	First Amendment to that certain Production Handling Agreement, dated 1/2009 - Eugene Island 224 "A" Platform - Federal Offshore Location	CATDEX OFFSHORE INC; GOMRE 1271 GP, LLC; Jumper Exploration, LLC	Feldwood Energy LLC	EI 224 Lease G05504	TALOS PETROLEUM LLC, WALTER OIL & GAS CORPORATION	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
248	Withdrawal Agreement	Withdrawal Election	CATDEX OFFSHORE INC; Norstar Offshore Ventures LLC; Pwenergy Oil & Gas II, LLC	Feldwood Energy LLC	WC 269 - W2 NE1/4 NE1/4, SE1/4 and the N1/2 NE1/4 SE1/4 of block 269 surface of 12,685 TVD Lease G15863		\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
249	Assignment of Platform & Pipelines	UNITED OFFSHORE INC; Water Oil and Gas Corporation	UNITED OFFSHORE INC; Water Oil and Gas Corporation	Feldwood Energy LLC	H1 116 Lease G00156		\$0.00	Assume and Allocate Pursuant to Divisive Mergers		x	
250	Joint Operating Agreement	by and between Feldwood Energy LLC and Catdex Offshore, Inc. as Operator and Hunt Oil Company and Walter Oil & Gas Corporation as non-operator.	Catdex, et al	Feldwood Energy LLC	H1 178 Lease G27569		\$0.00	Assume and assign to Credit Bid Purchaser			x
251	Operating Agreement - Other	Operating Agreement eff. 5-1-13 Catdex, et al	Catdex, et al	Feldwood Energy LLC	EI 224 Lease G05504	TALOS PETROLEUM LLC, WALTER OIL & GAS CORPORATION	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
252	Non-Offfield Services	Perpetual Software License Agreement	CEI	Feldwood Energy LLC	BS Lease 17860, BS Lease 17861	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			x
253	Operating Agreement - Other	BS 153 First Voluntary Unit C/P and between Century Exploration New Orleans, Inc. and LA State Mineral Board	Century Exploration New Orleans, Inc. and LA State Mineral Board	Feldwood Energy LLC	BS Lease 17860, BS Lease 16737, BS Lease 12806	UPSTREAM EXPLORATION LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
254	Operating Agreement - Other	VIRGO Deep Gas Operator ERT GOM, LLC by and between Century Exploration New Orleans, Inc. and LA State Mineral Board	Century Exploration New Orleans LLC, O&G Resources LP, Sandridge Energy Offshore, LLC and Energy Resources Technology GOM, LLC	Feldwood Energy LLC	BS Lease 17860, BS Lease 16737, BS Lease 12806	UPSTREAM EXPLORATION LLC	\$0.00	Assume and assign to Credit Bid Purchaser			x
255	Oilfield Services	550154_Maats Services Agreement dated effective 07/01/2014	CETCO ENERGY SERVICES COMPANY LLC	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			
256	Oilfield Services	700842_Maats Services Agreement dated effective 01/01/2014	CETCO ENERGY SERVICES COMPANY LLC	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			
257	Non-Offfield Services	Perpetual Software License Agreement	CGS SERVICES (U.S.) INC.	Feldwood Energy LLC	n.a.	n.a.	\$801.23	Assume and assign to Credit Bid Purchaser			x
258	Oilfield Services	Pipe Supplier	CHAMPION PIPE & SUPPLY CO	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			
259	Oilfield Services	Assignment to Maats Services Contract, dated effective February 1, 2012	CHAMPIONX	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			x
260	Right of Way	Charles Nicholson ETAL	Charles Nicholson ETAL	WC 66			\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
261	Other Services Agreements	Registration Agreement for Emergency Response Script Services	Chemt et al.	Area well			\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
262	Oilfield Services	502682_Maats effective 11/01/2013; Change Date effective 11/20/14; Change Date effective 11/20/14	CHEM MORRISON CONTRACTORS, LLC	Feldwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser			
263	Abandonment / Decommissioning Agreement	Chert Morrison Contractors, Exxon Mobil Corporation, Houston Partners, LP, Bridgeway Energy Corporation	Chert Morrison Contractors, Exxon Mobil Corporation, Houston Partners, LP, Bridgeway Energy Corporation	Feldwood Energy LLC	H1 178 Lease G27569		\$0.00	Assume and assign to Credit Bid Purchaser			
264	Operating Agreement - Other	Letter Agreement, dated November 18, 1999, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation being a COPAS Unit concerning	Chevron U.S.A. and Samedan Oil Corporation	Feldwood Energy LLC	VK 131 Lease G16535	CHEVRON USA INC, EPC, OIL & GAS, LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
265	Letter Agreement - LOA	Letter Agreement, dated November 18, 1999, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation being a COPAS Unit concerning	Chevron U.S.A. and Samedan Oil Corporation	Feldwood Energy LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
266	Other Notices	500093_Noble to Apache Letter, dated March 20, 2012, EB 159	Chevron U.S.A. Inc., Apache Corporation	Feldwood SD Offshore LLC	EB 159 Lease G02646	APACHE DEEPWATER LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
267	Letter Agreement - Other Land	MA-5 Well (GM-2.2 Sand) conductor removal.	Chevron U.S.A. Inc., Apache Corporation	Feldwood Energy Offshore LLC	CA-42 Lease G32267	CASST OFFSHORE INC, PIERREGRINE OIL AND	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			
268	Confidentiality Agreements / AMI and Related Confidentiality	First Amendment to that certain Production Handling Agreement, dated 1/2009 - Eugene Island 224 "A" Platform - Federal Offshore Location	CATDEX OFFSHORE INC; GOMRE 1271 GP, LLC; Jumper Exploration, LLC	Feldwood Energy LLC	WD 90 Lease G01080, WD 103 Lease 840, WD 103 Lease G12360		\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
269	Withdrawal Agreement	Withdrawal Election	CATDEX OFFSHORE INC; Norstar Offshore Ventures LLC; Pwenergy Oil & Gas II, LLC	Feldwood Energy LLC	SB 216 Lease G01504		\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x		
270	Letter Agreement - LOA	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement	Chevron U.S.A. Inc. and Noble Energy, Inc.	Feldwood Energy Offshore LLC	VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
271	Other Misc.	by and between Feldwood Energy LLC and Catdex Offshore, Inc. as Operator and Hunt Oil Company and Walter Oil & Gas Corporation as non-operator.	Catdex, et al	Feldwood Energy Offshore LLC	VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
272	Indemnity and Release Agreement	Letter Agreement, dated November 18, 1999, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation being a COPAS Unit concerning	Chevron U.S.A. and Samedan Oil Corporation	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
273	Joint Operating Agreement	by and between Feldwood Energy LLC and Catdex Offshore, Inc. as Operator and Hunt Oil Company and Walter Oil & Gas Corporation as non-operator.	Catdex, et al	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
274	Property Participation & Exchange	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement	Chevron U.S.A. Inc. and Noble Energy, Inc.	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
275	Letter Agreement - LOA	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement	Chevron U.S.A. Inc. and Noble Energy, Inc.	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
276	Acquisition / Other Purchase or Sale Agreements	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement	Chevron U.S.A. Inc. and Noble Energy, Inc.	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
277	Letter Agreement - LOA	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement	Chevron U.S.A. Inc. and Noble Energy, Inc.	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
278	Other Misc.	by and between Feldwood Energy LLC and Catdex Offshore, Inc. as Operator and Hunt Oil Company and Walter Oil & Gas Corporation as non-operator.	Catdex, et al	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x
279	Letter Agreement - Other Land	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement	Chevron U.S.A. Inc. and Noble Energy, Inc.	Feldwood Energy Offshore LLC	VK 251 Lease G10930, VK 340 Lease G10933	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers			x

Fieldwood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] The Debtors are not aware of any contracts that have been assigned to or purchased by the Debtors, and therefore, no such contracts are listed on this schedule.  
[5] Estimates based on open line-item accounts payable balances. Other estimates were adjusted to zero for completed lease agreements.  
[6] Estimates based on open line-item accounts payable balances. Other estimates were adjusted to zero for completed lease agreements.  
[7] Estimates based on open line-item accounts payable balances. Other estimates were adjusted to zero for completed lease agreements.  
[8] Estimates based on open line-item accounts payable balances. Other estimates were adjusted to zero for completed lease agreements.  
[9] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definitive Documents relating to the Divisive Merger and this Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparty(ies) [1]	Debtor Entity(ies) [2]	Associated Leases [3]	Related Lease Parties [4]	Proposed Contract Treatment [6]	FWI	Applicable Entry	
										Cons. Estimates [5]	FW II
280	7/7/1997	Letter Agreement - Other Land	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samdon Oil Corporation concerning the OCS/G 10500 Well #1 in Vosses Kool Block 251 to a proposed depth of 100' below the deepest depth drilled and logged in the well, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Samdon Oil Corporation	Fieldwood Energy Offshore LLC	VK 251 Lease G10500, VK 340 Lease G10533	Williams Field Services	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
281	4/28/2014	Letter Agreement - Other Land	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samdon Oil Corporation regarding Main Pass 77 Oil Instance Claim	Chevron U.S.A. Inc. and Samdon Oil Corporation	Fieldwood Energy Offshore LLC	MP 77 Lease G04481		Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
282	5/2/1989	Letter Agreement - Other Land	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc. concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Southern Natural Gas Company	Fieldwood Energy Offshore LLC	MP 77 Lease G04481		Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
283	6/25/1992	Letter Agreement - Other Land	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Records and the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Southern Natural Gas Company	Fieldwood Energy Offshore LLC	MP 77 Lease G04481		Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
284	2/15/1993	Letter Agreement - Other Land	Letter Agreement, dated February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Records and the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Southern Natural Gas Company	Fieldwood Energy Offshore LLC	MP 77 Lease G04481		Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
285	8/7/2003	Property Participation & E-Exchange Agreements	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. and Westport Resources Corporation, concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Westport Resources Corporation	Fieldwood Energy Offshore LLC	VK 251 Lease G10500, VK 340 Lease G10533	Williams Field Services	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
286	8/24/2004	Letter Agreement - Other Land	Letter Agreement, dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services-Gulf Coast Company, L.P., concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Williams Field Services-Gulf Coast Company, L.P.	Fieldwood Energy Offshore LLC	BA 133 Lease G02665	W & T ENERGY V LLC	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
287	9/4/2010	Letter Agreement - Other Land	Letter Agreement, dated September 4, 2010, between Chevron U.S.A. Inc. and Phoenix Exploration Company, LP and Challenger Minerals Inc., concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Phoenix Exploration Company, LP and Challenger Minerals Inc.	GOM Shelf LLC	GI 46 Lease 132	APACHE SHELF EXPLORATION LLC, BP AMERICA	Assume and assign to Credit Bid Pur-chaser	x	\$0.00	x
288	6/1/2009	Farmout Agreement	Farmout Agreement, dated June 1, 2009, between Chevron U.S.A. Inc. and Phoenix Exploration Company, LP and Challenger Minerals Inc., concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Phoenix Exploration Company, LP and Challenger Minerals Inc.	CAL 42 Lease G32267	CA 42 Lease G32267	CASCADE OFFSHORE INC, PEREGRINE OIL AND GAS II LLC	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
289	1/25/2007	Acquisition/PSA (Other Purchase of Sale Agreements)	Acquisition/PSA, dated January 25, 2007, between Chevron U.S.A. Inc. and West Well Control, Inc., concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and West Well Control, Inc.	Fieldwood Energy Offshore LLC	WD 69 Lease 161	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	Assume and (i) assign to Credit Bid Pur-chaser (pursuant to the Plan and the Credit Bid Purchase Agreement) on account of the Assigned Interests under (ii) allocate pursuant to the Divisive Mergers on account of the Excluded Assets (as defined in the Credit Bid Purchase Agreement)	x	\$0.00	x
290	10/30/2008	Farmout Agreement	Farmout Agreement, dated October 30, 2008, between Chevron U.S.A. Inc. as Farmor, and Mermer Energy Resources, Inc. as Grantee, concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. as Farmor, and Mermer Energy Resources, Inc. as Grantee	Fieldwood Energy Offshore LLC	SM 149 Lease G02592, SM 150 Lease G16325		Assume and (i) assign to Credit Bid Pur-chaser (pursuant to the Plan and the Credit Bid Purchase Agreement) on account of the Assigned Interests under (ii) allocate pursuant to the Divisive Mergers on account of the Excluded Assets (as defined in the Credit Bid Purchase Agreement)	x	\$0.00	x
291	1/7/2004	Farmout Agreement	Farmout Agreement, dated January 7, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Corporation, concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	CHEVRON U.S.A. INC., ET AL. AND BP AMERICA PRODUCTION COMPANY, ET AL.	Fieldwood Energy LLC	GI 52 Lease 177	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
292	1/11/2004	Property Participation & E-Exchange Agreements	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Corporation, concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc., Newfield Exploration Corporation, Cabot Oil & Gas Corporation	Fieldwood Energy Offshore LLC	VK 251 Lease G10500, VK 340 Lease G10533	Williams Field Services	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
293	1/13/2011	Letter Agreement - Other Land	Letter Agreement, dated January 13, 2011, between Chevron U.S.A. Inc. and Phoenix Exploration Company, LP, Apache Corporation and Catex Offshore, Inc., concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc., Phoenix Exploration Company, LP, Apache Corporation and Catex Offshore, Inc.	Fieldwood Energy Offshore LLC	CA 42 Lease G32267	CASCADE OFFSHORE INC, PEREGRINE OIL AND GAS II LLC	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
294	1/13/2011	Letter Agreement - Other Land	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP (grantee), being a conditional	Chevron U.S.A. Inc., Phoenix Exploration Company, LP, Apache Corporation and Catex Offshore, Inc.	Fieldwood Energy Offshore LLC	VK 340 Lease G10503		Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
295	1/13/2007	Letter Agreement - Other Land	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP (grantee), being a conditional	Chevron U.S.A. Inc., Phoenix Exploration Company, LP, Apache Corporation and Catex Offshore, Inc.	Fieldwood Energy Offshore LLC	VK 251 Lease G10500	Williams Field Services	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
296	3/31/2003	Letter Agreement - LGA	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Product Company and Enbridge Energy Services Company, concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Product Company and Enbridge Energy Services Company	Fieldwood Energy Offshore LLC	MP 77 Lease G04481		Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
297	6/8/1994	Letter Agreement - Other Land	Letter Agreement, dated June 8, 1994, by and between Chevron U.S.A. Inc. and Samdon Oil Corporation and Continental Land & Fur Co., Inc., concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc., Samdon Oil Corporation and Continental Land & Fur Co., Inc.	Fieldwood Energy Offshore LLC	VK 251 Lease G10500, VK 340 Lease G10533	Williams Field Services	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
298	3/17/2019	Joint Bidding Agreements	Joint Bidding Agreement by and between Chevron U.S.A. Inc. and Williams Field Services, concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Williams Field Services	Fieldwood Energy LLC	MC 119 Lease G36537, MC 163 Lease G36538, MC 206 Lease G36540, n.a		Assume and assign to Credit Bid Pur-chaser	x	\$0.00	x
299	3/1/2017	Other Misc.	Letter Agreement, dated March 1, 2017, between Chevron U.S.A. Inc. and Williams Field Services, concerning the Measurement and Pipeline Facilities - for measurement points at various locations on the OCS, including Main Pass 77, and assignment provisions, more fully described therein.	Chevron U.S.A. Inc. and Williams Field Services	Fieldwood Energy LLC	ST 316 Lease G27262	WAT OFFSHORE INC	Assume and Allocate Pursuant to Divisive Mergers	x	\$0.00	x
300	8/1/2019	Joint Operating Agreement	Operating Agreement dated and effective as of August 1, 2019 by and among Chevron U.S.A. Inc., Fieldwood Energy LLC, and Regwood Cattle Rock, LLC.	Chevron U.S.A. Inc., Fieldwood Energy LLC, and Regwood Cattle Rock, LLC	Fieldwood Energy LLC	MC 743 Lease G36401		Assume and assign to Credit Bid Pur-chaser	x	\$0.00	x



Friedwood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] The Debtor and Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Estimated amounts are based on the most recent available information and are not intended to represent the actual amounts of the contracts.  
[5] Estimated amounts are based on the most recent available information and are not intended to represent the actual amounts of the contracts.  
[6] Estimates based on open line-item accounts payable balances. Current estimates were adjusted to zero for completed lease agreements.  
[7] References are hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Friedwood Energy, LLC and its Affiliated Debtors. [Bracket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[8] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definitive Documents relating to the Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparty(ies)	Debtor Entity(ies)	Associated Leases	Related Lease Parties	Contract Treatment	FW I	Contract Bld Purchase	FW II	FW IV
337	4/10/1989	Farmland Agreement	FARMOUT AGREEMENT DATED APRIL 10, 1989, BY AND BETWEEN OPERATING AGREEMENTS OIL & GAS CORPORATION AND NIPPOON OIL EXPLORATION U.S.A. LIMITED.	COASTAL O&G CORPORATION AND NIPPOON OIL EXPLORATION U.S.A. LIMITED.	Friedwood Energy Offshore LLC	VK 790 Lease G05854, VK 824 Lease G15436	ENERGY XXI OIL LLC, MARUBENI OIL & GAS (USA) LLC, TOTAL E & P USA INC	Assume and Allocate Pursuant to Divisive Mergers	X			
338	1/7/2016	Other	Sharing Mobility - Friedwood Energy EMP Mexico, S. De R.L. De C.V.	Comision Nacional de Hidrocarburos	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser		X		
339	4/15/1991	Offshore Services	Gravel Pits, Tools, CT Unit Tools	CONOCO and Shell	Friedwood Energy LLC	MP 280 Lease G01566	ANADARKO US OFFSHORE LLC, ERA HELICOPTERS INC, HIGH POINT GAS GATHERING, PETROLEUM LLC, W & T OFFSHORE INC, RIDEWOOD ENERGY CORPORATION	Assume and Allocate Pursuant to Divisive Mergers	X			
340	4/15/1991	Operating Agreement - Other	Operating Agreement eff. 4-15-91 b/w Conoco and Shell	Conoco and Shell	Friedwood Energy LLC	WD 341 Lease 839		Assume and assign to Credit Bid Purchaser			X	
341	1/1/1980	Operating Agreement - Other	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	Friedwood Energy LLC	WD 95 Lease G01467		Assume and assign to Credit Bid Purchaser			X	
342	1/1/1980	Operating Agreement - Other	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	Friedwood Energy LLC	WD 96 Lease G01468		Assume and assign to Credit Bid Purchaser			X	
343	1/1/1980	Operating Agreement - Other	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	Friedwood Energy LLC	WC 341 Lease G03251, WC 35 Lease G02819, WC 98 Lease G03268		Assume and Allocate Pursuant to Divisive Mergers	X			
344	1/1/1980	Operating Agreement - Other	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL.	Friedwood Energy Offshore LLC	WC 341 Lease G03251, WC 35 Lease G01860, WC 98 Lease G03268, WC 77 Lease G03268		Assume and Allocate Pursuant to Divisive Mergers	X			
345	10/1/1990	Joint Operating Agreement	OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCTIONS INC.	CONOCO INC. AND TEXAS PRODUCTIONS INC.	Friedwood Energy Offshore LLC	WC 341 Lease G03251, WC 35 Lease G01860, WC 98 Lease G03268, WC 77 Lease G03268		Assume and Allocate Pursuant to Divisive Mergers	X			
346	5/1/1995	Joint Operating Agreement	OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCTIONS INC.	CONOCO INC. AND TEXAS PRODUCTIONS INC.	Friedwood Energy Offshore LLC	WC 341 Lease G03251, WC 35 Lease G01860, WC 98 Lease G03268, WC 77 Lease G03268		Assume and Allocate Pursuant to Divisive Mergers	X			
347	5/1/1995	Unit Agreement and/or Unit Operating Agreement	UNIT AGREEMENT AND/OR UNIT OPERATING AGREEMENT DATED MAY 1, 1995, BETWEEN CONOCO INC. AND TEXAS PRODUCTIONS INC.	CONOCO INC. AND TEXAS PRODUCTIONS INC.	Friedwood Energy Offshore LLC	GC 41 Lease 129, GC 47 Lease 133, GC 48 Lease 134, GC 52 Lease 177	ARQUE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	Assume and assign to Credit Bid Purchaser			X	
348	1/1/1980	Operating Agreement - Other	CATCO Operating Agreement eff. 1/1/80 by and between Conoco, Richfield, Teacoo, et al.	Conoco, Richfield, Teacoo, et al.	Friedwood Energy LLC	ET 208 Lease 577		Assume and Allocate Pursuant to Divisive Mergers	X			
349	9/1/1980	Unit Agreement and/or Unit Operating Agreement	Amendment to GOWD Unit Agmt by and between Continental Oil Company, et al.	Continental Oil Company, et al.	Friedwood Energy LLC	WD 81 Lease 180, WD 89 Lease 181, WD 70 Lease 182, WD 71 Lease 838	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	Assume and assign to Credit Bid Purchaser			X	
350	10/1/1980	Unit Agreement and/or Unit Operating Agreement	Amendment to GOWD Unit Agmt by and between Continental Oil Company, et al.	Continental Oil Company, et al.	Friedwood Energy LLC	GC 32 Lease 174, GC 36 Lease 127, GC 40 Lease 128, GC 41 Lease 129, GC 41 Lease 130, GC 42 Lease 131, GC 43 Lease 175, GC 47 Lease 133, GC 48 Lease 132, GC 48 Lease 134, GC 82 Lease 177, WD 68 Lease 180, WD 69 Lease 181, WD 73 Lease 186, WD 71 Lease 839	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	Assume and assign to Credit Bid Purchaser			X	
351		Offshore Services	Provide Specialized Laboratory Analysis of Produced Solids	CORE MINERALOGY, INC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
352	8/30/2010	Non-Offshore Services	Master Subscription Agreement, Order Form	COUPA SOFTWARE, INC.	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
353	10/15/2010	Non-Offshore Services	System Services / License Agreements	COUPA SOFTWARE, INC.	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
354	3/30/2017	Other Misc.	Friedwood agreed to COX, regardless of its objects to allow the COX leasing capacity on Segment III and Segment I (30 day term)- COX liable for additional share of operation expenses	Cox Operating LLC	Friedwood Energy LLC	ET 64, ET 53, lease 479	EMVEN ENERGY VENTURES LLC	Assume and assign to Credit Bid Purchaser	X			
355	1/26/2021	Marketing - Transportation	Cox liable for additional share of operation expenses	Cox Operating LLC	Friedwood Energy LLC	HI A741 Lease G02366	FREEPORT MONROVIA OIL & GAS LLC	Assume and Allocate Pursuant to Divisive Mergers				X
356		Offshore Services	489794, Master Services Agreement dated effective 12/05/2013.	C-PORT STONE LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
357	9/1/1994	Unit Agreement and/or Unit Operating Agreement	ET 89 Field Operating Agreement dated effective 11/02/2019.	Crane Holding Inc., W & T Energy VI LLC	Friedwood Energy LLC	ET 0089 Lease 44, ET 0089 Lease 229		Assume and Allocate Pursuant to Divisive Mergers	X			
358		Offshore Services	643203, Master Services Agreement dated effective 11/01/2013.	CRESCENT ENERGY SERVICES LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
359		Offshore Services	701147, Master Services Agreement dated effective 03/10/2016	CROSBY DREDGING LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
360		Offshore Services	950424, Master Time Charter Agreement dated 11-1-2013	CROSBY DREDGING LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
361	7/1/2017	Other Services Agreements	Response Resources Agreement	CSA Ocean Services Inc.	Area wide	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
362	7/1/2017	Offshore Services	Engine Parts/Maintenance Overhaul	CSI COMPRESSCO SUB, INC.	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
363		Offshore Services	532697, Master Services Agreement dated effective 12/01/2013	CSI TECHNOLOGIES LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
364	9/15/2009	Offshore Services	556082, Master Services Agreement dated effective 01/01/2014	CUSTOM COMPRESSION SYSTEMS, LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
365		Offshore Services	554325, PO Terms & Conditions dated effective 01/15/2019	CUSTOM PROCESS EQUIPMENT LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
366	1/1/2017	Non-Offshore Services	Administrative Services Agreement	CYSICAREMARK	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
367		Offshore Services	554431, Master Services Agreement dated effective 11/01/2013	CYRUS J. GUIDRY ASSOCIATES	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
368	2/9/2018	Non-Offshore Services	Master Consulting Agreement	DAGEN PERSONNELL	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
369		Offshore Services	700608, Master Services Agreement dated effective 04/17/2015	DAILY TOWER SERVICE, INC.	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
370	10/26/2013	Offshore Services	602451, Master Services Agreement dated effective 11/01/2013.	DANOS LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
371		Offshore Services	700234, Master Services Agreement dated effective 11/01/2013	DART ENERGY SERVICES LLC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
372	2/6/2019	Non-Offshore Services	Managed Services Agreement	DATAVOX, INC.	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
373		Non-Offshore Services	Software Licensing Agreement	DATAVOX CORPORATION	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
374	3/12/2009	Other Agreement - Other Land	LETTER AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P., NOBLE ENERGY, INC. AND STATOIL HYDRO USA E&P INC.	DAVIS OFFSHORE, L.P., NOBLE ENERGY, INC. AND STATOIL HYDRO USA E&P INC.	Friedwood Energy Offshore LLC	GC 108 Lease G36021		Assume and assign to Credit Bid Purchaser			X	
375	9/1/2007	Joint Bidding Agreements	OFFSHORE, L.P.A. STEPHENS PRODUCTION COMPANY, LLC, ENERGY PARTNERS, LTD.	OFFSHORE, L.P.A. STEPHENS PRODUCTION COMPANY, LLC, ENERGY PARTNERS, LTD.	Friedwood Energy Offshore LLC	GC 108 Lease G36021		Assume and assign to Credit Bid Purchaser			X	
376	10/16/2013	Other Misc.	LOI	DCL Moring & Moring	Area wide	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	
377	1/31/2010	Abandonment / Decommissioning Agreement	Decommissioning Obligations Agreement by and between Wild Well Control, Inc and Dynamic Offshore Resources Inc dated 31 Jan 2010	Wild Well Control, Inc and Dynamic Offshore Resources Inc dated 31 Jan 2010	Friedwood Energy Offshore LLC	GC 055C, 106GC, 109 Lease G03889	WILD WELL CONTROL INC, DEEPWATER ABANDONMENT ALTERNATIVES INC, MARUBENI OIL & GAS (USA) LLC, ERA HELICOPTERS INC, MANTA RAY OFFSHORE GATHERING, RED WILLOW OFFSHORE LLC, TALOS ENERGY OFFSHORE, LLC, CHEVRON USA INC, W & T, E&P	Assume and assign to Credit Bid Purchaser			X	
378	10/3/2014	Letter Agreement - Operating Agreement	Letter Agreement dated 3 Oct 14 by and between Deep Gulf Energy, LLC, Noble Energy, Inc., BP Exploration and Production, Inc., Red Production, Inc., Red Willow Offshore and Houston Energy Despatcher Ventures 1, LLC	Deep Gulf Energy, LLC, Noble Energy, Inc., BP Exploration and Production, Inc., Red Production, Inc., Red Willow Offshore and Houston Energy Despatcher Ventures 1, LLC	Friedwood Energy LLC	MC 953 Lease G21176		Assume and assign to Credit Bid Purchaser				
379		Offshore Services	701011, Master Services Agreement dated effective 01/22/2016	DEEPFRIEND, INC	Friedwood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X	



Fieldwood Energy, LLC, et al.  
Prepared May 25, 2021

### Schedule of Assumed Contracts

Notes:

[1] Known Contract counterparties represent parties listed in this schedule to determine the appropriate Debtor entity. To the extent the Debtors continue to review the contracts listed as actual or potential counterparties and/or vendor names.

[2] The Debtors continue to review the contracts listed in this schedule to determine the appropriate Debtor entity. To the extent the Debtors continue to review the contracts listed as actual or potential counterparties and/or vendor names.

[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.

[4] Related lease parties represent the current lease co-working interest owners and RJR partners based on Company accounting system records

[5] Estimates based on open pre-petition accounts payable balances. Cure estimates were adjusted to zero for completed trade agreements.

[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors.

[illegible]

The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definitive Documents relating to the Divisive Merger and this Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparty [1]	Debtor Entity [2]	Asset Related Leases [3]	Related Lease Parties [4]	Cure Estimate (\$)	Proposed Contract Treatment [6]	FWI	PWII	RWW
380	9/2/2019	Other Leases / Rental Agreement	Lease Agreement with Agreement to Purchase by and between Deepwater Abandonment Alternatives, Inc. and Fallowood Energy Offshore LLC	Deepwater Abandonment Alternatives, Inc.	Fallowood Energy Offshore LLC	GC 200 NW 1/4 SE 1/4, SW 1/4 NE 1/4, E 1/4 NE 1/4, S 1/4 NE 1/4, W 1/2 E 1/4 SE 1/4 NE 1/4 SW 1/4 NE 1/4 (A) Lease G12208	RED WILLOW OFFSHORE LLC, TALOS ENERGY CHEVRON USA INC, WAT T ENERGY V L LC, SHELL TRADING USI COMPANY	\$0.00	Assume and assign to Credit Bid Purchaser			
381		Offiled Services	51162Z_Master Services Agreement dated effective 08/19/2014	DEEPWATER CORROSION SERVICES INC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
382		Offiled Services	51004L_Rental Agreement dated effective 01/27/2014	DEEPWELL RENTALS INC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
383	4/1/2013	Offiled Services	Completion Engineering Consultant	DELGE	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
384	5/1/2013	Offiled Services	Sustaining Responder Agreement	Demar Systems, Inc.	Fallowood Energy LLC	Area wide	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
385		Offiled Services	Suction Piles, Installation Tools, Mooring, Anchoring, Work Wire, and Utilization Equipment	DELMAR SYSTEMS, INC.	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
386	11/1/2020	Non-Offiled Services	Towing Equipment & Services Administrative Services Agreement	DELTA DENTAL INSURANCE COMPANY	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
387		Offiled Services	Gravel Pits Screens	DELTA SCREENS	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
388		Offiled Services	77781G_Master Services Agreement dated effective 12/05/2018	DELTA DENTAL INSURANCE COMPANY	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
389		Offiled Services	Aids Care for Lifeyette Fleet	DELTA WORLD TIME	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
390		Offiled Services	70032Q_Master Services Agreement dated effective 02/13/2014	DEMEX INTERNATIONAL INC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
391	10/4/1998	Unit Agreement and/or Unit Operating Agreement	ST 54 Unit Agreement, as amended and/or expanded by and between Department of the Interior and Humboldt Oil & Refining Company ST 54 Unit which includes B-67 (as amended) by those parties	Department of the Interior and Humboldt Oil & Refining Company	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
392	5/13/1999	Unit Agreement and/or Unit Operating Agreement	Shut Offshore Inc dated effective 13 May 1999 and as amended on 15 Mar 2004	Dept of Interior and Shut Offshore Inc dated effective 13 May 1999 and as amended on 15 Mar 2004	Fallowood Energy LLC	ST 67 Lease 20	WILD WELL CONTROL INC, DEEPWATER ABANDONMENT ALTERNATIVES INC, MARUBEN OIL & GAS USA LLC, WALTER OIL & GAS CORPORATION, TEA HELICOPTERS INC, MANTA RAY OFFSHORE GATHERING, RED WILLOW OFFSHORE LLC, TALOS ENERGY OFFSHORE, LLC, CHEVRON USA INC, WAT T ENER	\$0.00	Assume and assign to Credit Bid Purchaser			
393		Offiled Services	Screening (Shaker) Equipment	DERICK CORP	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
394	6/1/2018	Marketing - Transportation	(F) Franchise Company by and between Deirin Pipeline company, L.L.C. and Fallowood Energy LLC	Deirin Pipeline company, L.L.C. and Fallowood Energy LLC	Fallowood Energy LLC	MC 110, lease G1819Z, SS 52 Lease 17975	MARUBEN OIL & GAS (USA) LLC, TALOS RESOURCES LLC	\$0.00	Assume and assign to Credit Bid Purchaser		X	
395		Offiled Services	Mechanical Parts	DEVALL DIESEL SERVICES, LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
396	10/25/2005	Firmful Agreement	Firmful Agreement, as amended: EI 312 With Devon	Devon	Fallowood Energy LLC	EI 312 Lease G22679	EFL OIL & GAS, LLC	\$0.00	Assume and Assign pursuant to Divvive Merger	X		
397	5/17/2007	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN DEVON PETROLEUM COMPANY, L.P. AND HUNT PETROLEUM CORPORATION, ET AL.	DEVON ENERGY PRODUCTION COMPANY, L.P. AND HUNT PETROLEUM COMPANY, L.P. AND HUNT PETROLEUM CORPORATION, ET AL.	Fallowood Energy LLC	MO 826 Lease G26176	WAT T OFFSHORE INC, WAT T OFFSHORE INC	\$0.00	Assume and Allocate Pursuant to Divvive Merger	X		
398		Offiled Services	55087H_Master Services Agreement dated effective 11/07/2013	DIAMOND PETROLEUM VENTURES LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
399		Offiled Services	Devick Barge Rental	DIAMOND SERVICE CORPORATION	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
400	1/10/2014	Non-Offiled Services	Master Services Contract	DISA INC	Fallowood Energy LLC	n.a.	n.a.	\$12,774.45	Assume and assign to Credit Bid Purchaser		X	
401	1/1/2015	Non-Offiled Services	Master Services Contract	DISA INC	Fallowood Energy LLC	n.a.	n.a.	\$12,774.45	Assume and assign to Credit Bid Purchaser		X	
402	5/1/2015	Acquisition (PSA), Other Purchase or Sale Agreements	By and between Fallowood Energy LLC and Discovery Producer Services LLC, ST 311 Pipeline Drivalline	Discovery Producer Services LLC	Fallowood Energy LLC	ST 311 Lease G31418	WALTER OIL & GAS CORPORATION, WAT T OFFSHORE INC	\$0.00	Assume and Allocate Pursuant to Divvive Merger	X		
403	6/29/2015	Settlement / Release / Reimbursement Agreements	by and between Fallowood Energy LLC and Discovery Producer Services LLC, ST 311 Pipeline Drivalline	Discovery Producer Services LLC	Fallowood Energy LLC	ST 311 Lease G31418	WALTER OIL & GAS CORPORATION, WAT T OFFSHORE INC	\$0.00	Assume and Allocate Pursuant to Divvive Merger	X		
404		Offiled Services	Water Services Contract dated effective June 01, 2015	DIVERSE SAFETY AND SCAFFOLDING LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
405		Offiled Services	70030C_Master Services Agreement dated effective 01/17/2014	DLI LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
406		Non-Offiled Services	Popelash Software License Agreement	DOOVUE LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
407		Offiled Services	77787J_Master Services Agreement dated effective 04/08/2018	DOP SUBSEA USA INC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
408	12/20/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC	Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC	Fallowood Energy Offshore LLC	WC 30 Lease G12761	Assume and Allocate Pursuant to Divvive Merger	\$0.00	Assume and Allocate Pursuant to Divvive Merger	X		
409	6/12/2002	Joint Operating Agreement	Production, Inc., as Operator, and Spinnaker Exploration Company, LLC, as	Production, Inc., as Operator, and Spinnaker Exploration Company, LLC, as	Fallowood Energy Offshore LLC	WC 21 Lease G37376	Assume and Allocate Pursuant to Divvive Merger	\$0.00	Assume and Allocate Pursuant to Divvive Merger	X		
410	11/20/2019	Settlement / Release / Reimbursement Agreements	by and between Fallowood Energy LLC and Discovery Producer Services LLC, ST 311 Pipeline Drivalline	Discovery Producer Services LLC	Fallowood Energy LLC	ST 311 Lease G31418	WALTER OIL & GAS CORPORATION, WAT T OFFSHORE INC	\$0.00	Assume and Allocate Pursuant to Divvive Merger	X		
411		Offiled Services	Water Services Contract dated effective June 01, 2015	DIVERSE SAFETY AND SCAFFOLDING LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
412		Offiled Services	70030C_Master Services Agreement dated effective 01/17/2014	DLI LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
413		Offiled Services	ORM Manufacture, Clark Gas Compressor Parts, Shop Repairs	DOOVUE LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
414		Offiled Services	56473H_Master Services Agreement dated effective 09/05/2014	DRESSER RAND CO	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
415		Offiled Services	51645H_Master Services Agreement dated effective 11/01/2013	DRILL CUTTINGS DISPOSAL COMPANY LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
416	12/19/1997	Marketing - PHA	51498Z_Master Services Agreement dated effective 11/01/2013	DRILLING SERVICES OF AMERICA	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
417		Offiled Services	77788J_Master Services Agreement dated effective 05/14/2019	Druckly Deepwater Abandonment Alternatives Inc	Fallowood Energy LLC	GC 65 Lease G3689	WILD WELL CONTROL INC, DEEPWATER ABANDONMENT ALTERNATIVES INC, MARUBEN OIL & GAS USA LLC, WALTER OIL & GAS CORPORATION, TEA HELICOPTERS INC, MANTA RAY OFFSHORE GATHERING, RED WILLOW OFFSHORE LLC, TALOS ENERGY OFFSHORE, LLC, CHEVRON USA INC, WAT T ENER	\$0.00	Assume and assign to Credit Bid Purchaser			
418		Offiled Services	50277H_Master Services Agreement dated effective 11/01/2013	DYNAMIC INSPECTION SERVICES, INC.	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
419	9/26/2012	Letter Agreement - Other Land	LETTER AGREEMENT BY AND BETWEEN DYNAMIC OFFSHORE SERVICES LTD AND FOREST OIL CORP. AS AMENDED.	DYNAMIC OFFSHORE SERVICES LTD AND FOREST OIL CORP. AS AMENDED.	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
420	6/10/1996	Unit Agreement and/or Unit Operating Agreement	SS 247 Unit Agreement, as amended and/or expanded by and between Department of the Interior and Humboldt Oil & Refining Company SS 247 Unit which includes B-67 (as amended) by those parties	Department of the Interior and Humboldt Oil & Refining Company	Fallowood Energy LLC	SS 247 Lease G1026, SS 248 Lease G1029, SS 249 Lease G1030, SS 270 Lease G1037, SS 271 Lease G1038	TALOS ERT LLC, WAT T ENERGY V L LC	\$0.00	Assume and Allocate Pursuant to Divvive Merger	X		
421		Marketing - Construction, Operations, Management, Ownership, Agreements	Owner, constructed and own the Lateral Low which is used to pipeline system owned by High Island Offshore System. This Agreement sets forth Operator and Owner rights and responsibilities and terms and conditions entered into by and between Fallowood Energy LLC and EAC P&F an Inc.	Dynamic Offshore Resources, LLC, Enterprise OTH Offshore Operating Company, LLC	Fallowood Energy Offshore LLC	HI A446, HI A447, HI A450 Lease G54081	TAMPNET INC	\$0.00	Assume and Allocate Pursuant to Divvive Merger			X
422		Offiled Services	Energy LLC and EAC P&F an Inc.	EAC P&F AN INC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	
423		Offiled Services	Pipe Supplier	EAGLE PIPE, LLC	Fallowood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		X	

Fieldwood Energy, LLC, *et al.*  
Prepared May 25, 2021

### Schedule of Assumed Contracts

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Notes:

[1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are unable to determine the appropriate Debtor entity, the Debtors will continue to make payments to the counterparties listed on this schedule.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Related lease parties represent current lease co-working interest owners and JIB partners based on Company accounting system records.

[5] Estimates based on open pre-petition accounts payable balances. Cure estimates were adjusted to zero for completed trade agreements.

The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict be-

[illegible]



**Schedule of Assumed Contracts**

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Fidewood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[5] Estimates based on open interest positions accounts payable balances. Current estimates were adjusted to zero for completed lease agreements.  
[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fidewood Energy, LLC and its Affiliated Debtors [Docket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definative Documents relating to the Divisive Merger and this Schedule of Assumed Contracts, the applicable Definative Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Core Estimate [5]	Proposed Contract Treatment [6]	FWI	Credit Bid Purchaser	PW II	PW IV
502	11/1/2018	Marketing - Other	Allocation of quality bank by and between Fieldwood and Allocation Specialists, LLC and Allocation Specialists, LLC	Fieldwood and Allocation Specialists, LLC and Allocation Specialists, LLC	Fieldwood Energy LLC	GC 065 Lease G0589	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
503	11/2/2006	Marketing - PHA	GC 768 by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC	Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC	Fieldwood Energy LLC	GC 768 Lease G21817	ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
504	8/1/1997	Marketing - PHA	ST 17057 T 48 by and between Fieldwood and Aerea Offshore LLC	Fieldwood and Aerea Offshore LLC and Aerea Offshore LLC	Fieldwood Energy LLC	ST 181 Lease G01248, ST 148 Lease G01960	ARENA ENERGY LP, TANA EXPLORATION COMPANY LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
505	10/31/2013	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Aerea Offshore LP and Aerea Offshore LP	Fieldwood and Aerea Offshore LP and Aerea Offshore LP	Fieldwood Energy LLC	EI 315 Lease G02112, EI 318 Lease G05040, EI 320 Lease G02912	ARENA ENERGY LP, TANA EXPLORATION COMPANY LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
506	9/21/2010	Marketing - PHA	MC 502 and MC 510 (Genowea) by and between Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood Energy LLC	MC 502 Lease G19966	BP ENERGY SERVICES INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
507	9/21/2010	Marketing - PHA	MC 502 and MC 510 (Genowea) by and between Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood Energy LLC	MC 502 Lease G19966	BP ENERGY SERVICES INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
508	9/21/2010	Marketing - PHA	MC 515, Seaford MC 563, Seaford MC 563 (Seaford) by and between Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood Energy LLC	MC 515 Lease G02776, MC 518 Lease G03625	BP ENERGY SERVICES INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
509	9/21/2010	Marketing - PHA	MC 502 and MC 510 (Genowea) by and between Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood and BP Exploration and Production Inc. and BP Exploration and Production Inc.	Fieldwood Energy LLC	MC 515 Lease G02776, MC 518 Lease G03625	BP ENERGY SERVICES INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
510	1/1/2011	Marketing - Lease of Platform Space	BRISTOW US LLC by and between Fieldwood and BRISTOW US LLC	Fieldwood and BRISTOW US LLC and BRISTOW US LLC	Fieldwood Energy LLC	EI 348 Lease G14462, MC 311 Lease G02968, SS 189 Lease G04232, ST 271 Lease G04800	BRISTOW US LLC, ARENA ENERGY LP, BRISTOW US LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
511	7/1/2014	Marketing - PHA	VR 271 by and between Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood Energy LLC	VR 271 Lease G04800	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
512	11/1/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood Energy LLC	GC 065 Lease G0589	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
513	11/4/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood Energy LLC	GC 065 Lease G0589	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
514	6/13/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood and Chevron Products Company and Chevron Products Company	Fieldwood Energy LLC	GC 065 Lease G0589	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
515	10/1/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Chevron USA INC and Chevron USA INC	Fieldwood and Chevron USA INC and Chevron USA INC	Fieldwood Energy LLC	GC 065 Lease G0589	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
516	11/1/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Chevron USA INC and Chevron USA INC	Fieldwood and Chevron USA INC and Chevron USA INC	Fieldwood Energy LLC	GC 065 Lease G0589	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
517	7/13/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Chevron USA INC and Chevron USA INC	Fieldwood and Chevron USA INC and Chevron USA INC	Fieldwood Energy LLC	GC 065 Lease G0589	WILDWELL CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
518	2/2/1996	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and CMA Pipeline Partnership, LLC and CMA Pipeline Partnership, LLC	Fieldwood and CMA Pipeline Partnership, LLC and CMA Pipeline Partnership, LLC	Fieldwood Energy LLC	ST 206 Lease G05613	HELIOPORTS INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
519	9/30/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and CMA Pipeline Partnership, LLC and CMA Pipeline Partnership, LLC	Fieldwood and CMA Pipeline Partnership, LLC and CMA Pipeline Partnership, LLC	Fieldwood Energy LLC	ST 206 Lease G05613	HELIOPORTS INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
520	7/18/2002	Marketing - PHA	Capacity Agreement by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC	Fieldwood and Cox Operating, LLC and Cox Operating, LLC	Fieldwood Energy LLC	HI A362 Lease G02719	COX OPERATING LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
521	7/31/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI	Fieldwood and Energy XXI and Energy XXI	Fieldwood Energy LLC	EI 315 Lease G02112, EI 318 Lease G05040, EI 320 Lease G02912	ARENA ENERGY LP, TANA EXPLORATION COMPANY LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
522	6/5/2010	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI	Fieldwood and Energy XXI and Energy XXI	Fieldwood Energy LLC	EI 315 Lease G02112, EI 318 Lease G05040, EI 320 Lease G02912	ARENA ENERGY LP, TANA EXPLORATION COMPANY LLC	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
523	1/1/2006	Marketing - Lease of Platform Space	Capacity Agreement by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC	Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC	Fieldwood Energy LLC	HI A575 Lease G02363, MP 280 Lease G01666, SS 271 Lease G01031, ST 206 Lease G05613, VR 265 Lease G01965	HELIOPORTS INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
524	2/1/2011	Marketing - Lease of Platform Space	Capacity Agreement by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC	Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC	Fieldwood Energy LLC	GC 065 Lease G0589	HELIOPORTS INC. MARUBEN OIL & GAS (USA) LLC. WATER OIL & GAS CORPORATION. ERA HELICOPTERS INC. MANITA CORPORATION. TALOS ENERGY OFFSHORE, LLC. OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC. ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				

### Schedule of Assumed Contracts

### Schedule of Assumed Contracts

[1] Known Contract Counterparties represent parties listed in actual a greenmen ts and/or vendor names.

[4] Related lease parties represent current lease co-working interest owners and JIB partners based on Company accounting system records.

[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors. The success of treatment set forth on this Schedule of Assumed Credits is for informational purposes only. Issuance of new capital by

Contract

525	2/20/1006	Marketing - PHA	PHA hr and between Fieldwood and FIELDMOOD ENERGY LLC
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#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Cum Estimate (\$)	Proposed Contract Treatment [6]	FWI I	Approximate FWII
525	2/28/1996	Marketing - PHA	PHA by and between Fieldwood and FIELDWOOD ENERGY LLC and FIELDWOOD ENERGY LLC	Fieldwood and FIELDWOOD ENERGY LLC and FIELDWOOD ENERGY LLC	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
526	4/1/2007	Marketing - PHA	RID08(17-AMF28)CA-MP275 by and between Fieldwood and FIVE and FIVE	Fieldwood and FIVE and FIVE	Fieldwood Energy LLC	MP 280 Lease G01666	DEVCON USA INC. M.A.T. ENEER ERA ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and Allocate Pursuant to Divestee Merger	x	
527	8/14/1995	Marketing - PHA	PHX SMI20-SMZ62A by and between Fieldwood and FIVE and FIVE	Fieldwood and FIVE and FIVE	Fieldwood Energy LLC	SM 288 Lease G02310	HELISOL & GAS CO AMERICAN PANTEHER, LLC. SHELL PIPELINE COMPANY LP. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and Allocate Pursuant to divestee merger	x	
528	5/1/2012	Marketing - PHA	PHX ES14-ESD37A by and between Fieldwood and FIVE and FIVE	Fieldwood and FIVE and FIVE	Fieldwood Energy LLC	EI 354 Lease G10752, EI 337, EI 337	HELISOL & GAS CO AMERICAN PANTEHER, LLC. RIDGEWOOD ENERGY CORPORATION, COX OPERATING LLC	\$0.00	Assume and allocate pursuant to divestee mergers	x	
529	12/02/2013	Marketing - PHA	MC 725 by and between Fieldwood and GULFSTAR ONE LLC and FIVE	Fieldwood and GULFSTAR ONE LLC and FIVE as amended by	Fieldwood Energy LLC	MC 948 Lease G26030	ECOPETROL AMERICA LLC. TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and assign to Credit Bid Purchaser		
530	4/1/2018	Marketing - PHA	MC 725 by and between Fieldwood and GULFSTAR ONE LLC and FIVE	Fieldwood and GULFSTAR ONE LLC and FIVE as amended by	Fieldwood Energy LLC	ST 308 Lease G21685	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
531	11/1/1997	Marketing - Lease of Platform Space	YAMAHA LLC and MCLOSKEYS Offshore Gathering Co., LLC and Manta Ray Offshore Gathering Co., LLC	YAMAHA LLC and MCLOSKEYS Offshore Gathering Co., LLC and Manta Ray Offshore Gathering Co., LLC	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
532	1/14/2019	Marketing - PHA	RED(06-CG007)A09 ORLOV PHA by and between Fieldwood and RED WILLOW OFFSHORE LLC and RED WILLOW OFFSHORE LLC	Fieldwood and RED WILLOW OFFSHORE LLC and RED WILLOW OFFSHORE LLC	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
533	1/1/2020	Marketing - Pipeline Transport	Transportation Agreement by and between Fieldwood and RED WILLOW OFFSHORE LLC and RED WILLOW OFFSHORE LLC	Fieldwood and RED WILLOW OFFSHORE LLC and RED WILLOW OFFSHORE LLC	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
534	4/1/2018	Marketing - PHA	PHX ST 308 Katima by and between Fieldwood and RIDGEWOOD KATIMA LLC and RIDGEWOOD KATIMA LLC	Fieldwood and RIDGEWOOD KATIMA LLC and RIDGEWOOD KATIMA LLC	Fieldwood Energy LLC	ST 308 Lease G21685	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
535	4/28/2009	Marketing - Lease of Platform Space	KATIMA LLC and RIDGEWOOD KATIMA LLC	Fieldwood and Ridcraft Leasing Company, LLC and Ridcraft Leasing Company, LLC	Fieldwood Energy LLC	EI 199 Lease 423	SABEN ENERGY VENTURES LLC. HELISOL & GAS COMPANY LLC. ROTOCRAFT LEASING CO LLC	\$0.00	Assume and Allocate Pursuant to Divestee Merger	x	
536	4/28/2009	Marketing - Lease of Platform Space	Fieldwood and Ridcraft Leasing Company, LLC and Ridcraft Leasing Company, LLC	Fieldwood and Ridcraft Leasing Company, LLC and Ridcraft Leasing Company, LLC	Fieldwood Energy LLC	MT 6221 Lease G05600	EGOS RESOURCES INC. ROTOCRAFT LEASING CO LLC	\$0.00	Assume and Allocate Pursuant to Divestee Merger	x	
537	8/28/2014	Marketing - PHA	MC 725 by and between Fieldwood and SBM Gulf Production, LLC and SBM Gulf Production, LLC	Fieldwood and SBM Gulf Production, LLC and SBM Gulf Production, LLC	Fieldwood Energy LLC	MC 068 Lease G26022, MC 762 Lease G33757	FIELDWOOD ENERGY (DE PRODUCTION) SERVICES LLC. RED WILLOW OFFSHORE LLC. WVA T ENERSEY VI LLC	\$0.00	Assume and assign to Credit Bid Purchaser		x
538	1/1/2010	Marketing - Lease of Platform Space	Annual LOPS payment for 12' Pipeline by and between Fieldwood and Shell GOM Pipeline CO LLC and Shell GOM Pipeline CO LLC	Fieldwood and Shell GOM Pipeline CO LLC and Shell GOM Pipeline CO LLC	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
539	11/12/2016	Marketing - Lease of Platform Space	Annual LOPS payment for 18' Pipeline by and between Fieldwood and Shell GOM Pipeline CO LLC and Shell GOM Pipeline CO LLC	Fieldwood and Shell GOM Pipeline CO LLC and Shell GOM Pipeline CO LLC	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
540	3/1/2016	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
541	12/5/2016	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
542	12/5/2016	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
543	12/5/2016	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
544	12/5/2016	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood and SHEL TRADING (US) COMPANY and SHEL TRADING (US) COMPANY	Fieldwood Energy LLC	GC 065 Lease G05889	WILD WELLS CONTROL INC. DEEPWATER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) LLC WATER OIL & GAS CORPORATION ERN HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING. RED WILLOW OFFSHORE LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x

Fieldwood Energy, LLC, *et al.*  
Prepared May 25, 2021

**Schedule of Assumed Contracts**

Notes:

- [1] Knowe Contract: Contractors represent parties listed in actual agreements and/or vendor names.
- [2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors determine that the contracts are not properly assigned to the Debtors, the Debtors will amend this schedule.
- [3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.
- [4] Related lease parties represent current lease co-working interest owners and JIB partners based on company accounting system records.
- [5] Estimates based on open pre-production contracts payable amounts. Credit estimates were adjusted to zero for completed trade agreements.
- [6] The referenced is hereby made to the Debtors' Fourth Amended Chapter 11 Plan of Fieldwood Purposes LLC and its Affiliated Debtors. The Debtors' Fourth Amended Chapter 11 Plan of Fieldwood Purposes LLC, in event of any conflict between the referenced and the Plan, shall control.
- [7] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only, in event of any conflict between the referenced and the Plan, shall control.

(b) reference is hereby made to the Directors' Fourth Amended Joint Chapter 11 Plan or a predecessor plan, as amended, and the terms of such plan shall have the meanings ascribed to such terms in the plan, and the terms of such plan shall be deemed to be incorporated herein by reference.

#	Contact Date	Contract Category	Contract Description	Known Contract Counterparties [1]	Area related Lease(s) [2]	Related Lease Parties [4]	Cum Estimate (\$)	Proposed Contract Treatment [6]	PW I	Credit Bid Partner	Appendix C - II
545	8/29/2018	Marketing - Pipelines Transport	Capacity Agreement by and between Fieldwood and SHELL TRADING (US) COMPANY AND SHELL TRADING (US) COMPANY	Fieldwood and Shell Trading (US) Company (US) COMPANY	Fieldwood Energy LLC	GC 065 Lease GJ-5889	HEDWELL CONTRACTING INC. GREATER MARUBENI ALTERNATIVES INC. MARUBENI OIL & GAS (USA) L.L.C. WALTER OIL & GAS CORPORATION. ERM HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING REDWALLOW, LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
546	6/19/2018	Marketing - Pipelines Transport	Capacity Agreement by and between Fieldwood and SHELL TRADING (US) COMPANY AND SHELL TRADING (US) COMPANY	Fieldwood and Shell Trading (US) Company (US) COMPANY	Fieldwood Energy LLC	GC 065 Lease GI-5889	CHEVRON USA INC. M.A.T. EMER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) L.L.C. WALTER OIL & GAS CORPORATION. ERM HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING REDWALLOW, LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
547	6/19/1999	Marketing - PHA	MC 109MCI19 by and between Fieldwood and Talos Energy and Talos Energy	Fieldwood and Talos Energy and Talos Energy	Fieldwood Energy LLC	MC 110 Lease H18192	MARUBENI OIL & GAS (USA) L.L.C. TALOS RESOURCES LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x
548	3/1/2007	Marketing - PHA	SN 107 by and between Fieldwood and Talos Energy and Talos Energy	Fieldwood and Talos Energy and Talos Energy	Fieldwood Energy LLC	SN 108 Lease J92	TALOS PRODUCTION LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	
549	6/19/1999	Marketing - PHA	MC 109MCI19 by and between Fieldwood and Talos Energy and Talos Energy	Fieldwood and Talos Energy and Talos Energy	Fieldwood Energy LLC	MC 108 Lease GQ9777	TALOS PRODUCTION LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	
550	6/19/2019	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC	Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC	Fieldwood Energy LLC	MP 309 Lease GG6760, MP 310 Lease GQ4128	TALOS ENERGY OFFSHORE, LLC. HEKO OFFSHORE LP	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	
551	1/14/2019	Marketing - PHA	TA102L OPS-8 by and between Fieldwood and Talos Energy	Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC	Fieldwood Energy LLC	GC 065 Lease GA-5889	ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) L.L.C. WALTER OIL & GAS CORPORATION. ERM HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING REDWALLOW, LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		x x
552	1/1/2020	Marketing - Pipeline Transport	Transaction Agreement by and between Fieldwood and TALOS ENERGY OFFSHORE, LLC and TALOS ENERGY OFFSHORE, LLC	Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC	Fieldwood Energy LLC	GC 065 Lease GI-5889	CHEVRON USA INC. M.A.T. EMER ABANDONMENT ALTERNATIVES INC. MARUBENI OIL & GAS (USA) L.L.C. WALTER OIL & GAS CORPORATION. ERM HELICOPTERS INC. MANTA RAY OFFSHORE GATHERING REDWALLOW, LLC. TALOS ENERGY OFFSHORE, LLC.	\$0.00	Assume and assign to Credit Bid Purchaser		
553	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-19 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET	Fieldwood Energy LLC	ST 308 Lease GZ1685		\$0.00	Assume and assign to Credit Bid Purchaser		x
554	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-23 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET	Fieldwood Energy LLC	VR 371 Lease GQ9524	APACHE SHELF EXPLORATION LLC, BP AMERICA W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser		
555	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-7 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET	Fieldwood Energy LLC	G143 Lease J75	PRODUCTION COMPANY	\$0.00	Assume and assign to Credit Bid Purchaser		x
556	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-8 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET	Fieldwood Energy LLC	G118 Lease G1344	W & T OFFSHORE INC	\$0.00	Assume and Assign to Credit Bid Purchaser		
557	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-2 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	EI 120 Lease 50	Talos Energy Offshore Inc	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	
558	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-19 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	SP 69 Lease GS4367	Talos Energy Offshore Inc	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	
559	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-2 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	SS 207 Lease GQ1523, SS 216 Lease GQ1524	Talos Energy Offshore Inc	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	
560	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-23 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	WC 71 Lease 244	Talos Energy Offshore Inc	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
561	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-23 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	WD 105, lease 842	Talos Energy Offshore Inc	\$0.00	Assume and Allocate Pur suant to Divisive Mergers		x
562	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-22 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	VR 315 Lease GQ4715	ANKOR EXPLOITATIONS CORPORATION, CANNA ENERGY INC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers		
563	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-20 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	ST 295 Lease GQ5646	US LLC, TAMNET INC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
564	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-4 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	EI 315 Lease GQ2112	ARENA ENERGY LP, TAN A EXPLORATION Co, LLC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers		x
565	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-9 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	HI 179 Lease GQ3226	ARENA ENERGY LP, Transcontinental Gas Pipeline Corp	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
566	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-6 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	EI 348 Lease G1482	BANISTO US LLC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers		
567	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-14 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	SS 198 Lease GM4232	CASEX OFFSHORE INC, WALTER OIL & GAS CORPORATION, WALTER OIL & GAS CORPORATION, WALTER OIL & GAS CORPORATION	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
568	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-12 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	HI-A-573 Lease GQ2383, MC 311 Lease GQ2688, SP 70 Lease GQ1614	ERA HELICOPTERS INC.	\$0.00	Assume and Allocate Pursuant to Divisive Mergers		
569	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-16 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	SS 274 Lease GQ1039	ERA HELICOPTERS INC.	\$0.00	Assume and Allocate Pursuant to Divisive Mergers		
570	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-1 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	BA A105 Lease GQ1757	ERA HELICOPTERS INC.	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	x	
571	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-17 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	SN 268 Lease GQ2310	HELI OIL & GAS CO. AMERICAN PARTNER I LLC,	\$0.00	Assume and Allocate Pur suant to Divisive Mergers		
572	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-13 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	MP 310 Lease GQ4126	MP GULF OF MEXICO, LLC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
573	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-4 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	EI 224 Lease GQ5254	TALOS PETROLEUM LLC, WALTER OIL & GAS CORPORATION	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
574	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-11 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	HI-A-550 Lease GQ4061	TAMPNET INC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers		
575	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-28 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	WD 122 Lease G13645	TAMPNET INC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers		x
576	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-27 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	WD 79, WD 80 Lease GQ1874	TAMPNET INC, VENICE GATHERING SYSTEMS	\$0.00	Assume and assign to Credit Bid Purchaser		
577	8/12/2019	Marketing - Lease of Platform Space	TAM102L OPS-3 by and between Fieldwood and TAMPNET	Fieldwood and TAMPNET and TAMPNET	Fieldwood Energy LLC	EI 158 Lease GQ1220	Transcontinental Gas Pipeline Co. LLC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
578	7/8/2013	Marketing - Pipeline Transport	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC	Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC	Fieldwood Energy LLC	EI 315 Lease GQ2112, EI 316 Lease GQ2912	ARENA ENERGY LP, TAN A EXPLORATION COMPANY, LLC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
579	3/1/2014	Marketing - PHA	AGREEMENT FOR VR 78 PRODUCTION TO FLOW TO TRANSCO'S PIPELINE	Fieldwood Energy LLC and Tana Exploration Company, LLC and Tana Exploration Company, LLC	Fieldwood Energy LLC	UG 29 Lease G11442	TAN A EXPLORATION COMPANY, LLC	\$0.00	Assume and assign to Credit Bid Purchaser	x	
580	12/1/2016	Marketing - Other	AGREEMENT FOR VR 78 PRODUCTION TO FLOW TO TRANSCO'S PIPELINE	FIELDWOOD AND TRANSCO	Fieldwood Energy LLC	VR 78 Lease GQ4421		\$0.00	Assume and assign to Credit Bid Purchaser	x	
581	12/1/2016	Interconnection and Measurement Agreement	AGREEMENT FOR VR 78 PRODUCTION TO FLOW TO TRANSCO'S PIPELINE	FIELDWOOD AND TRANSCO	Fieldwood Energy LLC	VR 78 Lease GQ4421		\$0.00	Assume and assign to Credit Bid Purchaser		
582	9/5/1981	Marketing - Lease of Platform Space	A-COPS-EI158B by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation	Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation	Fieldwood Energy LLC	EI 138 Lease GQ3152	APACHE SHELF EXPLORATION, LLC. Transcontinental Gas Pipeline Co. LLC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
583	9/15/1981	Marketing - Lease of Platform Space	A-COPS-EI180A by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation	Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation	Fieldwood Energy LLC	EI 138 Lease GQ3152	APACHE SHELF EXPLORATION, LLC. Transcontinental Gas Pipeline Co. LLC	\$0.00	Assume and Allocate Pur suant to Divisive Mergers	x	
584	3/1/2017	Marketing - PHA	SS 525L 1769924 by and between Fieldwood and Upstream Exploration LLC and Upstream Exploration LLC	Fieldwood and Upstream Exploration LLC and Upstream Exploration LLC	Fieldwood Energy LLC	BS 52 Lease 17675	UPSTREAM EXPLORATION, LLC	\$0.00	Assume and assign to Credit Bid Purchaser	x	
585	8/13/1996	Marketing - PHA	SS 300L B33201 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.	Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.	Fieldwood Energy LLC	SS 300L Lease GQ7760, SS 301 Lease G10794	WAT OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser	x	



Friedwood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with, or related to, the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with, or related to, the same underlying contract.  
[5] Associated leases represent the oil and gas leases that are associated with, or related to, the same underlying contract.  
[6] Estimates based on open re-position accounts payable balances. Open estimates were adjusted to zero for completed take-or-pay agreements.  
[7] Reference is hereby made to the Debtors' Fourth Amended Joint Plan of Friedwood Energy, LLC and its Affiliated Debtors. [Bracket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[8] Reference is hereby made to the Debtors' Fourth Amended Joint Plan of Friedwood Energy, LLC and its Affiliated Debtors. [Bracket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definative Documents relating to the Divisive Merger and this Schedule of Assumed Contracts, the applicable Definative Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparty (1)	Debtor Entity (2)	Associated Leases (3)	Related Lease Parties (4)	Cons. Estimates (5)	Proposed Contract Treatment (6)	FW I	FW II	FW III	FW IV
619	6/1/2020	Marketing - Crude Sales	BP Oil Supply buys crude oil from Friedwood Energy by and between Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC	MC 742 Lease G32433		\$0.00	Assume and assign to Credit Bid Purchaser				
620	4/1/2021	Marketing - Crude Sales	BP Oil Supply buys crude oil from Friedwood Energy by and between Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC	MC 741 Lease G33525		\$0.00	Assume and assign to Credit Bid Purchaser				
621	11/30/2017	Marketing - Crude Sales	BP Oil Supply buys crude oil from Friedwood Energy by and between Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC	ST 295 Lease G05646	APACHE OFFSHORE INVESTMENT GP, BRISTOW US LLC, TAMPERT INC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			
622	5/19/2020	Marketing - Crude Sales	BP Oil Supply buys crude oil from Friedwood Energy by and between Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC	MC 681 Lease G28022, MC 782 Lease G33757	HOUSTON ENERGY DEEPWATER VENTURES, V. LLC, WILLOW OFFSHORE LLC, W & T ENERGY VI LLC	\$0.00	Assume and assign to Credit Bid Purchaser				X
623	6/1/2020	Marketing - Crude Sales	BP Oil Supply buys crude oil from Friedwood Energy by and between Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC	MC 686 Lease G28022	HOUSTON ENERGY DEEPWATER VENTURES, V. LLC, WILLOW OFFSHORE LLC, W & T ENERGY VI LLC	\$0.00	Assume and assign to Credit Bid Purchaser				X
624	7/1/2020	Marketing - Crude Sales	BP Oil Supply buys crude oil from Friedwood Energy by and between Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.	Friedwood Energy, LLC	GC 040 Lease G34536	LX PROSPECT KATMAI LLC, RIDGEWOOD KATMAI LLC	\$0.00	Assume and assign to Credit Bid Purchaser				X
625	6/14/2000	Marketing - Gathering	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	WK 251 Lease G10930	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			X
626	6/1/2014	Marketing - Gas Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	WK 251 Lease G10930	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			X
628	7/1/2014	Marketing - Gas Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	n.a.	Williams Field Services	\$0.00	Assume and assign to Credit Bid Purchaser				X
629	9/13/2011	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MP 89 Lease G03194	Williams Field Services	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			
630	3/17/2014	Marketing - Gas Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	n.a.	Williams Field Services	\$0.00	Assume and assign to Credit Bid Purchaser				X
631	2/25/2017	Marketing - Construction, Operations, Management, Ownership Agreements	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MC 315 Lease G02112, E1 315 Lease G05040, E1 301 Lease G02115, E1 281 Lease G05091, E1 282 Lease G05092, E1 309 Lease G03912, E1 337 Lease G03332	ARIMA ENERGY, LP, TANA EXPLORATION COMPANY LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			
632	2/1/2019	Marketing - Other	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MC 048 Lease G28030	ECOPETROL AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and assign to Credit Bid Purchaser				X
633	10/1/1984	Marketing - Construction, Operations, Management, Ownership Agreements	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	E1 304 Lease G01762, E1 353 Lease G03783, E1 354 Lease G10752, E1 361 Lease G02324	ECOPETROL AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			
634	5/31/2018	Marketing - Crude Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MC 004 Lease G35056, MC 049 Lease G32883, MC 992 Lease G24133, MC 993 Lease G24134, MC 997 Lease G24135	ECOPETROL AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and assign to Credit Bid Purchaser				X
635	1/30/2014	Marketing - Crude Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MP 77 Lease G04941	ECOPETROL AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			X
636	1/31/2014	Marketing - Crude Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	PL 13 Lease G03171, MP 140 Lease G02109	ANKOR ENERGY LLC, ENVIRONMENTAL VENTURES, LLC, JX OFFSHORE USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			
637	5/31/2018	Marketing - Crude Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MC 048 Lease G28030	ANKOR ENERGY LLC, ENVIRONMENTAL VENTURES, LLC, JX OFFSHORE USA LTD	\$0.00	Assume and assign to Credit Bid Purchaser				X
638	1/31/2014	Marketing - Crude Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	SS 2741 Lease G01036, E1 188 Lease 443, SM 149 Lease G02592, SM 132 Lease G01523, SS 216 Lease G01524, ST 311 Lease G34118, SM 40 Lease G13807, SM 41 Lease G01192, SM 44 Lease G23840, SM 41 Lease G01192, SM 44 Lease G23840, SM 39 Lease G15320, SM 48 Lease 786	ERA HELICOPTERS INC.	\$0.00	Assume and (i) assign to Credit Bid Purchaser and (ii) allocate pursuant to the Divisive Mergers on account of the Acquired Interests and/or (iii) allocate pursuant to the Divisive Mergers on account of the Acquired Interests and/or Assets (as defined in the Credit Bid Purchase Agreement)	X			X
639	3/18/2014	Marketing - Crude Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	GC 118 Lease G13944, ST 320 Lease G34990	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
640	9/1/2018	Marketing - Gas Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	n.a.	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
641	8/1/2014	Marketing - Gas Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	n.a.	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
642	3/1/2014	Marketing - Gas Sales	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	n.a.	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
643	11/30/2018	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MC 519 Lease G02778, MC 592 Lease G19686, MC 563 Lease G21176	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
644	7/8/2011	Marketing - Gathering	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	MC 782 Lease G33757, MC 697 Lease G33757	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
645	8/26/2018	Marketing - Gathering	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	ST 308 Lease G21685	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
646	11/15/2013	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	ST 308 Lease G21685	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
647	11/15/2013	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	ST 308 Lease G21685	W & T OFFSHORE INC	\$0.00	Assume and assign to Credit Bid Purchaser				X
648	5/1/2020	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	GC 040 Lease G34536	LX PROSPECT KATMAI LLC, RIDGEWOOD KATMAI LLC	\$0.00	Assume and assign to Credit Bid Purchaser				X
649	5/1/2020	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	GC 040 Lease G34536	LX PROSPECT KATMAI LLC, RIDGEWOOD KATMAI LLC	\$0.00	Assume and assign to Credit Bid Purchaser				X
650	4/1/2015	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	ST 311 Lease G31418	WALTER OIL & GAS CORPORATION, WMT OFFSHORE INC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			
651	4/1/2015	Marketing - Transportation	Williams Field Services	Friedwood Energy, LLC and Williams Field Services	Friedwood Energy, LLC	ST 311 Lease G31418	WALTER OIL & GAS CORPORATION, WMT OFFSHORE INC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X			



Firewood Energy, LLC, et al.  
Filed May 26, 2021

## Schedule of Assumed Contracts

Notes:  
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[3] Associated leases represent the oil and gas leases that are associated with or related to the underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with or related to the underlying contract.  
[5] Estimated values are based on the Debtors' Fourth Amended Joint Chapter 11 Plan of Firewood Energy LLC and its Affiliated Debtors. Chapter estimates were added to zero for completed lease agreements.  
[6] References are hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Firewood Energy LLC and its Affiliated Debtors. Chapter estimates were added to zero for completed lease agreements.  
[7] Estimated values are based on the Debtors' Fourth Amended Joint Chapter 11 Plan of Firewood Energy LLC and its Affiliated Debtors. Chapter estimates were added to zero for completed lease agreements.  
[8] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between the Schedule of Assumed Contracts and the Schedule of Assumed Contracts, the applicable Debtor Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties (1)	Debtor Entities (2)	Associated Leases (3)	Related Lease Parties (4)	Consolidated Leases (5)			Proposed Contract Treatment (6)	FWI	FW II	FW III	FW IV
652	4/1/2015	Marketing - Gathering	Discovery Gas Gathering and Gas Deduction by and between Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 311 Lease G31418	WALTER OIL & GAS CORPORATION, WMT OFFSHORE INC				Assume and Allocate Pursuant to Divisive Mergers	X			
653	7/15/2004	Marketing - Transportation	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 308 Lease G21685					Assume and assign to Credit Bid Purchaser		X		
654	8/25/2009	Marketing - Separation & Stabilization	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 308 Lease G21685					Assume and assign to Credit Bid Purchaser		X		
655	4/1/2015	Marketing - Transportation	Discovery Gas Gathering and Gas Deduction by and between Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 311 Lease G31418	WALTER OIL & GAS CORPORATION, WMT OFFSHORE INC				Assume and Allocate Pursuant to Divisive Mergers	X			
656	7/15/2004	Marketing - Separation & Stabilization	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 308 Lease G21685					Assume and assign to Credit Bid Purchaser		X		
657	9/1/2020	Marketing - Separation & Stabilization	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	GC 040 Lease G34536	ILX PROSPECT KATMAI LLC, ROGUEWOOD KATMAI LLC				Assume and assign to Credit Bid Purchaser		X		
658	10/1/2009	Marketing - Separation & Stabilization	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 308 Lease G21685					Assume and assign to Credit Bid Purchaser		X		
659	2/24/2014	Marketing - Gas Sales	Base Contract for Sale and Purchase of Natural Gas by and between Firewood Energy LLC and DTE Energy Trading, Inc.	Firewood Energy LLC and DTE Energy Trading, Inc.	Firewood Energy LLC	n.a.					Assume and assign to Credit Bid Purchaser		X		
660	2/1/2017	Marketing - Gas Sales	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	n.a.					Assume and assign to Credit Bid Purchaser		X		
661	5/6/2014	Marketing - Gas Sales	Base Contract for Sale and Purchase of Natural Gas by and between Firewood Energy LLC and DTE Energy Trading, Inc.	Firewood Energy LLC and DTE Energy Trading, Inc.	Firewood Energy LLC	n.a.					Assume and assign to Credit Bid Purchaser		X		
662	2/27/2015	Marketing - Transportation	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	MC 897 Lease G26021, MC 688 Lease G26022, MC 741 Lease G35343, MC 782 Lease G37577					Assume and assign to Credit Bid Purchaser		X		
663	10/1/1981	Marketing - Contribution Operations Management, Ownership Agreements	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	MC 897 Lease G26021, MC 688 Lease G26022, MC 741 Lease G35343, MC 782 Lease G37577	TAMINET INC, TALOS BRT LLC				Assume and assign to Credit Bid Purchaser		X		
664	9/16/2014	Marketing - Gas Sales	Base Contract for Sale and Purchase of Natural Gas by and between Firewood Energy LLC and DTE Energy Trading, Inc.	Firewood Energy LLC and DTE Energy Trading, Inc.	Firewood Energy LLC	n.a.					Assume and assign to Credit Bid Purchaser		X		
665	4/1/2020	Marketing - Processing	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	n.a.					Assume and assign to Credit Bid Purchaser		X		
666	11/1/2004	Marketing - Processing	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
667	4/1/2007	Marketing - Processing	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
668	1/19/2012	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
669	2/17/2014	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
670	1/1/2013	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
671	1/1/2011	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
672	4/1/2012	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
673	6/1/2012	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
674	11/1/2012	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
675	3/1/2011	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
676	3/16/2004	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
677	11/1/2004	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
678	12/6/2004	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
679	2/1/2005	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
680	4/1/2010	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
681	4/1/2011	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
682	11/1/2011	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		
683	11/9/2004	Marketing - Processing	92% (8% by and between Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator)	Firewood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator	Firewood Energy LLC	ST 311 Lease G31418					Assume and assign to Credit Bid Purchaser		X		



Friedwood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

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[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[5] Estimates based on open non-position accounts payable balances. Our estimates were adjusted to zero for completed term agreements.  
[6] References is hereby made to Debtors' Fourth Amended Joint Chapter 11 Plan of Friedwood Energy LLC and its Affiliated Debtors. [Bracket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[7] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between the Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Contract Counterparty (1)	Debtor Entity (2)	Associated Leases (3)	Related Lease Parties (4)	Contract Treatment (5)	FWI	FW II	FW IV
684	1/6/2017	Marketing - Processing	80/10% by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
685	11/2/2017	Marketing - Processing	80/10% by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
686	8/1/2009	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
687	1/18/2012	Marketing - Processing	REE - 0000 PER MOF - ESCALATOR ADDED by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
688	2/11/2015	Marketing - Processing	80/10% by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
689	1/8/2019	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
690	1/1/2012	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
691	1/8/2019	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
692	10/1/2013	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
693	2/27/2015	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
694	3/1/2005	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
695	1/1/2009	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
696	1/1/1982	Marketing - Processing	REE - 0000 PER MOF - by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
697	10/1/1998	Marketing - Processing	CONSTRUCTION/OPERATING (N) by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
698	10/13/1998	Marketing - Processing	RAW MAKE by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
699	11/13/1998	Marketing - Processing	AMENDMENT by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
700	2/1/2000	Marketing - Processing	SERVICE/FRACTIONATION (N) by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
701	12/1/2000	Marketing - Processing	SERVICE/DEHYDRATION (N) by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x
702	9/1/2010	Marketing - Processing	SHARIT B. J. COMBINATION (N) by and between Friedwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC and Enterprise Gas Processing LLC	Friedwood Energy LLC	EC 332 Lease G09478	CAIRN ENERGY USA INC. CONTINENTAL LAND & FUR CO INC.	Assume and Allocate Pursuant to Dividends Merger			x

Fieldwood Energy, LLC, et al.  
Prepared May 26, 2021

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[5] Estimates based on open non-position accounts payable balances. Current estimates were adjusted to zero for completed transactions.  
[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy, LLC and its Affiliated Debtors. [Exhibit No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only, in the event of any conflict between any of the Definitive Documents relating to the Divisive Merger and the Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties (1)	Debtor Entities (2)	Associated Leases (3)	Related Lease Parties (4)	Contract Estimates (\$)	Applicable Entry		
									FW I	FW II	FW IV
703	10/18/2010	Marketing - Processing	BALLOT TO EXTEND INDIANAPOLIS THROUGH 12/31/2011 by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	TALOS ENERGY OFFSHORE, LLC	\$0.00	x	x	
704	12/1/2010	Marketing - Processing	BALLOT TO AMEND EXHIBIT E TO CMO AGREEMENT by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	TALOS ENERGY OFFSHORE, LLC	\$0.00	x	x	
705	6/1/2012	Marketing - Processing	EXHIBIT B - 1 COMMITMENT FORM TO CMO AGREEMENT by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	TALOS ENERGY OFFSHORE, LLC	\$0.00	x		
706	7/1/2012	Marketing - Processing	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO CMO AGREEMENT by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	TALOS ENERGY OFFSHORE, LLC	\$0.00	x	x	
707	7/1/2012	Marketing - Processing	APPROVAL OF ARES TO CMO AGREEMENT by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	TALOS ENERGY OFFSHORE, LLC	\$0.00	x		
708	9/25/2013	Marketing - Processing	BALLOT TO CMO AGREEMENT by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	TALOS ENERGY OFFSHORE, LLC	\$0.00	x	x	
709	10/6/2013	Marketing - Processing	RESUBMIT EXHIBIT E TO CMO AGREEMENT by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	TALOS ENERGY OFFSHORE, LLC	\$0.00	x	x	
710	8/1/1999	Marketing - Processing	Fixed fee conveyance by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885	W & T OFFSHORE INC	\$0.00			
711	10/1/2007	Marketing - Processing	971/3%, by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 308 Lease G02063	W&T OFFSHORE INC	\$0.00	x		
712	2/20/2008	Marketing - Processing	971/3%, by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	SM 391 Lease G16320, EC 308 Lease G02063	W&T OFFSHORE INC	\$0.00	x	x	
713	4/17/2018	Marketing - Processing	See "7.12" (M&E) by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	ST 320 Lease G2490	W&T OFFSHORE INC, WATER OIL & GAS CORPORATION	\$0.00	x		
714	4/1/2020	Marketing - Processing	NGL BANK - FIRST AMENDED RESTATED by and between Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	ST 320 Lease G2490	W&T OFFSHORE INC, WATER OIL & GAS CORPORATION	\$0.00	x		
715	6/1/2015	Marketing - Gas Sales	ExxonMobil Oil Supply buys crude oil from Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	n.a.		\$0.00			
716	1/23/2014	Marketing - Crude Sales	ExxonMobil Oil Supply buys crude oil from Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885		\$0.00			
717	1/23/2014	Marketing - Crude Sales	ExxonMobil Oil Supply buys crude oil from Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885		\$0.00			
718	1/23/2014	Marketing - Crude Sales	ExxonMobil Oil Supply buys crude oil from Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885		\$0.00			
719		Marketing - Crude Sales	ExxonMobil Oil Supply buys crude oil from Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885		\$0.00			
720	1/1/2020	Marketing - Crude Sales	ExxonMobil Oil Supply buys crude oil from Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC and Enterprise Gas Processing LLC	Fieldwood Energy, LLC	EC 305 Lease G00972, EC 308 Lease G02063, EI 315 Lease G02112, EI 316 Lease G05040, EI 320 Lease G02912, EI 315 Lease G02112, EI 316 Lease G05040, EI 333 Lease G03783, EI 354 Lease G15263, EI 337 Lease G02524, SM 391 Lease G16320, SM 48 Lease 766, SM 127 Lease G02883, SM 128 Lease G02587, SM 141 Lease G02885		\$0.00			
721	7/23/2020	Marketing - Connection Agreement	ST JUST 57 CONNECTION AGREEMENT BETWEEN FIELDWOOD ENERGY, LLC AND FIELDWOOD ENERGY OFFSHORE, LLC	Fieldwood Energy, LLC and Fieldwood Energy Offshore, LLC	Fieldwood Energy, LLC	ST 53 Lease G4000, ST 67 Lease 20	APACHE SHELF EXPLORATION LLC, BP AMERICA PRODUCTION COMPANY	\$0.00			
722	11/2/2014	Marketing - Gas Sales	ROSEFIELD PIPELINE COMPANY, LLC	Fieldwood Energy, LLC and Rosefield Pipeline Company, LLC	Fieldwood Energy, LLC	n.a.		\$0.00			
723	2/1/2019	Marketing - Transportation	Pool Agreement by and between Fieldwood Energy, LLC and Gulf South Pipeline Company, LP	Fieldwood Energy, LLC and Gulf South Pipeline Company, LP	Fieldwood Energy, LLC	ST 53 Lease G4000, ST 67 Lease 20	COX OPERATING LLC	\$0.00	x		

### Schedule of Assumed Contracts

### Schedule of Assumed Contracts

[1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.

[4] Related lease parties represent current lease co-working interest owners and JIB partners based on Company accounting system records.

[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors.

Contract

724	12/10/2013	Marketing - Transportation	Crude Oil Transport by and between Enbridge Energy LLC and
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725	12/10/2013	Marketing - Transportation	Crude Oil Transport. by and between Fieldwood Energy LLC and
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**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with, or related to, the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with, or related to, the same underlying contract.  
[5] Estimates based on open pre-settlement accounts payable balances. Current estimates were adjusted to zero for completed transactions.  
[6] Estimates based on open pre-settlement accounts payable balances. Current estimates were adjusted to zero for completed transactions.  
[7] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between the Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties (1)	Debtor Entities (2)	Associated Leases (3)	Related Lease Parties (4)	Consolidated Leases (5)				Proposed Contract Treatment (6)	FW I	FW II	FW IV
884	5/21/2018	Marketing - Gas Sales	Basic Contract for Sale and Purchase of Natural Gas by and between Fieldwood Energy, LLC and Southwest Energy, LP	Fieldwood Energy, LLC and Southwest Energy, LP	Fieldwood Energy, LLC	n.a.						Assume and assign to Credit Bid Purchaser	x		
885	9/7/2018	Marketing - Gas Sales	Basic Contract for Sale and Purchase of Natural Gas by and between Fieldwood Energy, LLC and Spine Marketing, Inc.	Fieldwood Energy, LLC and Spine Marketing, Inc.	Fieldwood Energy, LLC	n.a.						Assume and assign to Credit Bid Purchaser	x		
886	2/1/1995	Marketing - Transportation	Shirley - V-1 371 Lateral Agreement with Reserve Dedication of Block 371, VR 362 - 4.08 by and between Fieldwood Energy, LLC and Operating and Shingray Pipeline Company, LLC (MCP Operating) and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC and Operating and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC	VR 371 Lease G095324						Assume and assign to Credit Bid Purchaser	x		
887	1/1/2012	Marketing - Transportation	Shirley - H1 350, W-144 WC-269 \$ 10 discount. Reserve Dedication Agreement 100274 by and between Fieldwood Energy, LLC and Operating and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC	HI A350 Lease G02428, HI A350 Lease G02428, HI A350 Lease G02428						Assume and Allocate Pursuant to Divisive Mergers	x		
888	12/1/2004	Marketing - Transportation	Shirley Reserve Dedication VR Block 326 \$ 10 by and between Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating) and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC	VR 326 Lease G2 1096	HELIS OIL & GAS COMPANY, LLC					Assume and Allocate Pursuant to Divisive Mergers	x		
889	3/8/1974	Marketing - Construction, Operations, Management, Ownership Agreements	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Shingray Pipeline Company, LLC and Shingray Pipeline Company, LLC (MCP Operating) and is to be owned and operated by Shingray Pipeline Company, LLC and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC	WC 269 Lease G15563, WC 485 Lease G02220, WC 507 Lease G02549	MCNORAN OIL & GAS, LLC					Assume and Allocate Pursuant to Divisive Mergers	x		
890	1/1/2010	Marketing - Transportation	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating) and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC	HI A350 Lease G02428, WC 144 Lease G01943, WC 172 Lease G01968						Assume and Allocate Pursuant to Divisive Mergers	x		
891	2/1/1995	Marketing - Transportation	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating) and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC	VR 326 Lease G2 1096	HELIS OIL & GAS COMPANY, LLC					Assume and Allocate Pursuant to Divisive Mergers	x		
892	1/1/2012	Marketing - Transportation	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating) and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC and Shingray Pipeline Company, LLC (MCP Operating)	Fieldwood Energy, LLC	VR 326 Lease G2 1096	HELIS OIL & GAS COMPANY, LLC					Assume and Allocate Pursuant to Divisive Mergers	x		
893	12/1/2014	Marketing - Gas Sales	Basic Contract for Sale and Purchase of Natural Gas by and between Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	n.a.						Assume and assign to Credit Bid Purchaser	x		
894	11/2/2010	Marketing - Construction, Operations, Management, Ownership Agreements	SPR API Pipeline (the "Entry"), an limited liability company, was formed on November 2, 2010 by Apache GOM Pipeline, Inc., Fieldwood Energy, LLC, and Targa Midstream Services, LP. The Entry is a joint venture of Fieldwood Energy, LLC, and Targa Midstream Services, LP. The Entry is a joint venture of Fieldwood Energy, LLC, and Targa Midstream Services, LP. The Entry is a joint venture of Fieldwood Energy, LLC, and Targa Midstream Services, LP.	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	MC 10 Lease G18192	MARLBURN OIL & GAS (USA) LLC, TALOS RESOURCES LLC					Assume and assign to Credit Bid Purchaser	x		
895	9/16/2014	Marketing - Gas Sales	Basic Contract for Sale and Purchase of Natural Gas by and between Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	n.a.						Assume and assign to Credit Bid Purchaser	x		
896	6/7/2018	Marketing - Gas Sales	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	n.a.						Assume and assign to Credit Bid Purchaser	x		
897	6/19/2014	Confidentiality Agreements / AM and Related Agreements	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	BB 25 Lease 19718, BS 25 Lease G31442, EI 315 Lease G34872, EI 342 Lease G02319, VR 228 Lease G27070						Assume and assign to Credit Bid Purchaser	x		
898	9/1/2014	Marketing - Gas Sales	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	n.a.						Assume and assign to Credit Bid Purchaser	x		
899	10/1/2014	Marketing - Transportation	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	MC 10 Lease G18192	MARLBURN OIL & GAS (USA) LLC, TALOS RESOURCES LLC					Assume and assign to Credit Bid Purchaser	x		
900	10/1/2014	Marketing - Transportation	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC and Targa Midstream Services, LP	Fieldwood Energy, LLC	HI 129 Lease G01848, WC 290 Lease G04818	W & T OFFSHORE INC, HELIS OIL & GAS COMPANY, LLC, HELIS OIL & GAS CO, CALYPSO EXPLORATION, LLC, CHERYNE PETROLEUM COMPANY, LARSEN, INC, BELTZ, GOSSETT, INC					Assume and Allocate Pursuant to Divisive Mergers	x		x
901	9/1/2005	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 12 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	SP 60 Lease G02137, SP 61 Lease G01609						Assume and (i) assign to Credit Bid Purchaser (pursuant to the Plan and the Credit Bid Purchase Agreement) on account of the Acquired Interests and/or (ii) allocate pursuant to the Divisive Mergers on account of the Excluded Assets (as defined in the Credit Bid Purchase Agreement)	x		
902	9/1/2007	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 10 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WD 34 Lease G03414, ST 148 Lease G01960						Assume and Allocate Pursuant to Divisive Mergers	x		
903	1/1/2009	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 10 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WC 71 Lease 244, WC 102 Lease 247						Assume and Allocate Pursuant to Divisive Mergers	x		
904	6/1/2009	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 10 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WD 34 Lease G03414, ST 148 Lease G01960						Assume and Allocate Pursuant to Divisive Mergers	x		
905	1/1/2011	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 10 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WC 71 Lease 244, WC 102 Lease 247						Assume and Allocate Pursuant to Divisive Mergers	x		
906	6/1/2012	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 10 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WC 71 Lease 244, WC 102 Lease 247						Assume and Allocate Pursuant to Divisive Mergers	x		
907	1/1/2003	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 12 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WD 41 Lease G01073, GI 48 Lease 132	APACHE SHELF EXPLORATION, LLC, BP AMERICA PRODUCTION COMPANY					Assume and (i) assign to Credit Bid Purchaser (pursuant to the Plan and the Credit Bid Purchase Agreement) on account of the Acquired Interests and/or (ii) allocate pursuant to the Divisive Mergers on account of the Excluded Assets (as defined in the Credit Bid Purchase Agreement)	x	x	
908	1/1/2009	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 12 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WD 41 Lease G01073, GI 48 Lease 132	APACHE SHELF EXPLORATION, LLC, BP AMERICA PRODUCTION COMPANY					Assume and (i) assign to Credit Bid Purchaser (pursuant to the Plan and the Credit Bid Purchase Agreement) on account of the Acquired Interests and/or (ii) allocate pursuant to the Divisive Mergers on account of the Excluded Assets (as defined in the Credit Bid Purchase Agreement)	x	x	
909	3/31/2009	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 12 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WD 41 Lease G01073, GI 48 Lease 132	APACHE SHELF EXPLORATION, LLC, BP AMERICA PRODUCTION COMPANY					Assume and (i) assign to Credit Bid Purchaser (pursuant to the Plan and the Credit Bid Purchase Agreement) on account of the Acquired Interests and/or (ii) allocate pursuant to the Divisive Mergers on account of the Excluded Assets (as defined in the Credit Bid Purchase Agreement)	x	x	
910	9/1/2009	Marketing - Processing	POL DEPENDENT ON GPM plus FEE \$ 12 MM/bbl by and between Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC and TARGA MIDSTREAM SERVICES LP	Fieldwood Energy, LLC	WD 41 Lease G01073, GI 48 Lease 132	APACHE SHELF EXPLORATION, LLC, BP AMERICA PRODUCTION COMPANY					Assume and (i) assign to Credit Bid Purchaser (pursuant to the Plan and the Credit Bid Purchase Agreement) on account of the Acquired Interests and/or (ii) allocate pursuant to the Divisive Mergers on account of the Excluded Assets (as defined in the Credit Bid Purchase Agreement)	x	x	

### Schedule of Assumed Contracts

### Schedule of Assumed Contracts

[1] Known Contract Counterparties represent parties listed in actual a greenents and/or vendor names.

[5] Estimates based on open pre-petition accounts payable balances. Cure estimates were adjusted to zero for completed trade agreements.

the proposed treatment and total cost of care were not significantly different from the control group. The authors concluded that the proposed treatment was not superior to the control group.

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Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[5] Estimated amounts are based on the Debtors' best estimate of the amounts due to the Debtors' accounts payable balances. Other estimates were added to zero for completed lease agreements.  
[6] References is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy, LLC and its Affiliated Debtors. [Bracket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[7] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between this Schedule of Assumed Contracts and the applicable Definitive Document, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparty(ies)	Debtor Entity(ies)		Associated Leases [3]		Related Lease Parties [4]		Cons. Estimates [5]		Proposed Contract Treatment [6]		Applicable Entity	
974	12/10/2013	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	MC 904 Lease G20566, MC 944 Lease G20610, MC 949 Lease G20563, MC 982 Lease G24133, MC 993 Lease G24134		ECOPETROL AMERICA LLC, TALOS ENERGY OFFSHORE LLC, ECOPETROL AMERICA LLC, TALOS ENERGY OFFSHORE LLC		\$0.00		Assume and assign to Credit Bid Purchaser			
975	12/10/2013	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	MC 904 Lease G20566, MC 944 Lease G20610, MC 949 Lease G20563, MC 982 Lease G24133, MC 993 Lease G24134		TALOS ENERGY OFFSHORE LLC, ECOPETROL AMERICA LLC, TALOS ENERGY OFFSHORE LLC		\$0.00		Assume and assign to Credit Bid Purchaser			
976	2/1/2004	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	BA A105 Lease G01757		ERA HELICOPTERS INC., TAMNET INC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
977	9/1/2004	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	BA A105 Lease G01757		ERA HELICOPTERS INC., TAMNET INC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
978	11/5/2004	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	BA A105 Lease G01757		ERA HELICOPTERS INC., TAMNET INC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
979	9/1/2020	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	GC 040 Lease G24356		LX PROSPECT KATMA LLC, RIDGEWOOD KATMA LLC		\$0.00		Assume and assign to Credit Bid Purchaser			X
980	1/24/2007	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	MP 259 Lease G07827		MCNORAN OIL & GAS LLC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
981	1/17/2016	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	MP 259 Lease G07827, VK 062693 Lease G07898, VK 064 Lease G13555		MCNORAN OIL & GAS LLC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
982	9/1/2004	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	BA A133 Lease G02065		W & T ENERGY V LLC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
983	9/1/2009	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	BA A133 Lease G02065, MU A83 Lease G03061, MU A111 Lease G03068, BA A47 Lease G03940		W & T ENERGY V LLC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
984	12/1/2010	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	BA A133 Lease G02065, MU A83 Lease G03061, MU A111 Lease G03068, BA A47 Lease G03940		W & T ENERGY V LLC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
985	9/1/2009	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	MO 026 Lease G16176		W & T OFFSHORE INC, WAT OFFSHORE INC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
986	4/1/2015	Marketing - Processing	POL 65% / 15% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC and Williams Field Services and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	ST 311 Lease G31418, ST 320 Lease G24090		WATER OIL & GAS CORPORATION, WAT OFFSHORE INC		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
987	10/15/2018	Assignment of Oil & Gas Leasehold Interest(s)	BP Exploration & Production as Assignee	Fieldwood Energy LLC as Assignor and BP Exploration & Production as Assignee	Fieldwood Energy LLC	Fieldwood Energy LLC	MC 982 Lease G19968		ARENA OFFSHORE LP		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
988	1/1/2020	Later Agreement - Other Land	Later Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	PL 25 Lease G15355		ARENA OFFSHORE LP		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
989	1/28/2027	Settlement / Release / Reinsurance / Agreements	Release and Settlement Agreement effective January 28, 2021 by and between Fieldwood Energy LLC and Williams Field Services	Fieldwood Energy LLC and Williams Field Services	Fieldwood Energy LLC	Fieldwood Energy LLC	VR 229 Lease G27070, BP 189 Lease G01618, SM 40 Lease G13607, SS 209 Lease G01522, SS 207 Lease G01523, Grand Central Separation Facility		SNARE ENERGY PARTNERS, LLC		\$0.00		Assume and assign to Credit Bid Purchaser			X
990	1/1/2016	Later Agreement - Other Land	Later Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	GC 40 Lease G24356, GC 41 Lease G24357, GC 38A Lease G24358		LX PROSPECT KATMA LLC, RIDGEWOOD KATMA LLC		\$0.00		Assume and assign to Credit Bid Purchaser			X
991	12/4/1999	Operating Agreement - Other	Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	WD 103 Lease 840		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
992	7/25/1990	Operating Agreement - Other	Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	SS 169 Lease 820		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
993	7/1/1974	Joint Operating Agreement	Joint Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	HI A082 Lease G02757		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
994	7/1/1974	Joint Operating Agreement	Joint Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	HI A086 Lease G02722		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
995	11/1/1980	Joint Operating Agreement	Joint Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	VR 78 Lease G04421		Divvive Meggers		\$0.00		Assume and assign to Credit Bid Purchaser			X
996	4/1/1981	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	SS 209 Lease G01522, SS 207 Lease G01523		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
997	4/1/1981	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	SS 209 Lease G01522, SS 207 Lease G01523		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
998	7/1/1974	Joint Operating Agreement	Joint Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	HI A086 Lease G02722		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
999	8/1/1973	Joint Operating Agreement	Joint Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	HI A073 Lease G02383, HI A072 Lease G02382		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X
1000	8/19/2016	Termination / Satisfaction and/or Other Agreements	Termination / Satisfaction and/or Other Agreements	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	GI 46 Lease 132		Divvive Meggers		\$0.00		Assume and assign to Credit Bid Purchaser			X
1001	11/1/2016	Property Participation & E-Change Agreements	Property Participation & E-Change Agreements	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	GI 46 Lease 132		Divvive Meggers		\$0.00		Assume and assign to Credit Bid Purchaser			X
1002	7/1/1995	Joint Operating Agreement	Joint Operating Agreement	Fieldwood Energy LLC	Fieldwood Energy LLC	Fieldwood Energy LLC	ET 107 Lease G15241, ET 108 Lease G03817, ET 116 Lease G15242		Divvive Meggers		\$0.00		Assume and Allocate Pursuant to Divvive Meggers			X











Friedberg Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[5] Estimates based on open line-items accounts payable balances. Other estimates were added to zero for completed ledgers.  
[6] Reference is hereby made to the Debtors' Fourth Amended Joint Plan of Friedberg Energy, LLC and its Affiliated Debtors. [Bracket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[7] Proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definitive Documents relating to the Divisive Merger and this Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Gross Estimates [5]	Proposed Contract Treatment [6]	FWI	Applicable Entry	
											Credit Bid Purchase	PW II
1108	3/7/1996	Joint Development / Venture / Exploration Agreements	Letter Agreement by and between Hunt Oil & Gas USA, Inc., British-Borneo Exploration, Inc. and Zehra Energy Company	Hunt Oil & Gas USA, Inc., British-Borneo Exploration, Inc. and Zehra Energy Company	GA 151 Lease G15740		EMVEN ENERGY VENTURES LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1107	2/26/1998	Joint Development / Venture / Exploration Agreements	Letter Agreement by and between Hunt Oil & Gas USA, Inc., British-Borneo Exploration, Inc. and Zehra Energy Company	Hunt Oil & Gas USA, Inc., British-Borneo Exploration, Inc. and Zehra Energy Company	GA 151 Lease G15740		EMVEN ENERGY VENTURES LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1108		Offshore Services	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1109	6/15/2012	Marketing - Connection Agreement	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1110		Offshore Services	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1111	11/2/2019	Non-Offshore Services	Annual contract and quarterly installment agreement	Annual contract and quarterly installment agreement	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$2,559.04	Assume and Allocate Pursuant to Divisive Mergers	X		
1112		Non-Offshore Services	Annual contract and quarterly installment agreement	Annual contract and quarterly installment agreement	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1113	10/19/2015	Operating Agreement - Other	by and between Friedberg Energy, LLC and Hunt Oil & Gas USA, Inc.	Hunt Oil & Gas USA, Inc.	HI 129 Lease G01848		W & T OFFSHORE INC. HELLIS OIL & GAS COMPANY	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1114		Offshore Services	77715 Daywork Drilling Contract dated 7/7/2018	77715 Daywork Drilling Contract dated 7/7/2018	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1115	4/17/2013	Other Services Agreements	Response Reconcile Agreement	Response Reconcile Agreement	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1116	12/10/2010	Offshore Services	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1117	8/15/1997	Non-Offshore Services	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$16,500.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1118	8/15/1997	Operating Agreement - Other	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1119		Offshore Services	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1120		Offshore Services	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1121	6/12/2019	Joint Operating Agreement	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1122	10/15/2018	Joint Operating Agreement	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1123	3/12/2019	Letter Agreement - Operating Agreement	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1124	6/10/2019	Joint Development / Venture / Exploration Agreements	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1125	9/1/2007	Joint Operating Agreement	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1126	6/12/2012	Joint Operating Agreement	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1127	10/1/2016	Unit Agreement and/or Unit Operating Agreement	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1128	2/22/2011	Marketing - PHA	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1129	2/17/2019	Joint Operating Agreement	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1130	2/24/2003	Operating Agreement - Other	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1131	6/1/2003	Joint Area Agreements	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1132	7/1/2003	Leases of Platform Space	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1133	6/1/2003	Joint Area Agreements	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1134	6/1/2003	Operating Agreement - Other	Letter Agreement by and between Friedberg Energy, LLC, Red Willow Offshore, LLC and Houston Energy Deepwater Ventures, LLC	Houston Energy Deepwater Ventures, LLC; Red Willow Offshore, LLC	MC 519 Lease G27778		BP EXPLORATION & PRODUCTION INC. HOUSTON ENERGY DEEPWATER VENTURES I, RED WILLOW OFFSHORE LLC	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		
1135		Offshore Services	CONNECTION AGREEMENT BETWEEN HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	HARVEST MARKS PIPELINE, LLC AND APACHE CORPORATION FOR 10" CRUDE OIL LINE	MP 140 Lease G02193		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divisive Mergers	X		

Fidewood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Estimated based on open pre-settlement accounts payable balances. Current estimates were added to zero for completed lease agreements.  
[5] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fidewood Energy, LLC and its Affiliated Debtors ("Joint Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[6] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definitive Documents relating to the Divisive Merger and the Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties (1)	Debtor Entities (2)	Associated Leases (3)	Related Lease Parties (4)	Proposed Contract Treatment (5)	FWI	FW II	FW IV
1136		Non-Offfield Services	Perpetual Software License Agreement	INIS GLOBAL INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			
1137	4/17/2018	Unit Agreement and/or Unit Operating Agreement	GC 10 Unit Operating Agreement by and between Fidewood Energy LLC and ILX Prospect Katmai, LLC and ILX Prospect Katmai, LLC, effective April 1, 2018	ILX Prospect Katmai, LLC; RidgeWood Katmai, LLC	Fidewood Energy LLC	EW 1000 Lease G34878; EW 1010 Lease G34879; EW 1011 Lease G34880; GC 041 Lease G34837; GC 39 A Lease G34866; GC 39 B Lease G34876	ILX PROSPECT KATMAI LLC; RIDGEWOOD KATMAI LLC	Assume and assign to Credit Bid Purchaser			X
1138	11/17/2018	Joint Development / Venture / Exploration Agreements	Letter Agreement re Abreviated Development Plan by and between ILX Prospect Katmai, LLC, RidgeWood Katmai, LLC and ILX Prospect Katmai, LLC, dated 11/17/2018	ILX Prospect Katmai, LLC; RidgeWood Katmai, LLC	Fidewood Energy LLC	EW 1000 Lease G34878; EW 1010 Lease G34879; EW 1011 Lease G34880; GC 041 Lease G34837; GC 39 A Lease G34866; GC 39 B Lease G34876	ILX PROSPECT KATMAI LLC; RIDGEWOOD KATMAI LLC	Assume and assign to Credit Bid Purchaser			X
1139	8/17/2013	Operating Agreement - Other	Offshore Operating Agreement, effective as of August 1, 2013, between Noble Energy, Inc. (Fidewood is successor-in-interest to Noble Energy, Inc.), and Offshore Energy Services Corporation as amended by Ball East Amendment dated 1 Aug 2016	ILX, RidgeWood, W & T Energy Offshore	Fidewood Energy LLC	MC 182 Lease G33577	RIDGEWOOD DANTZLER LLC; TAL OS EXPLORATION LLC; W & T ENERGY V I LLC	Assume and assign to Credit Bid Purchaser			X
1140	10/4/2016	Other	Equipment Lease Agreement (Sales order # 303672)	IMAGENET CONSULTING LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1141	10/4/2016	Other	Equipment Lease Agreement (Sales order # 303672)	IMAGENET CONSULTING LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1142	1/17/2019	Other	Equipment Lease Agreement (Sales order # 307392)	IMAGENET CONSULTING LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1143	1/17/2019	Other	Equipment Service Agreement (Sales order # 307392)	IMAGENET CONSULTING LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1144		Offfield Services	Mapping Design and Construction of Oil Site / Production Facilities in "Wellhead"	INDUSTRIAL & OIL-FIELD SERVICES, INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1145		Offfield Services	DOT Pipeline Training Provider	INDUSTRIAL SOLUTIONS GROUP LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1146		Offfield Services	Gas and Gas Cylinders, Welding Supply	INDUSTRIAL WELDING SUPPLY CO OF HARVEY INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1147		Offfield Services	Chemical Pump	INJECT-TECH & SUPPLY, LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1148	11/30/1994	Joint Development / Venture / Exploration Agreements	Amendment to Joint Venture Development Agreement, dated November 30, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Hunt Industries, The, Texaco Exploration and Production, Inc., Hunt Industries, The, Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Shoaling	Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Hunt Industries, The, George R. Brown Partnership, JOG Venture, Lantier Hunt Trust Estate, Mobil Oil Exploration	Fidewood Energy LLC	SS 2061 Lease G01522; SS 207 Lease G01523		Assume and assign to Credit Bid Purchaser	X		X
1149		Offfield Services	701010_Master Services Agreement dated effective 06/11/2015	INSULATION TECHNOLOGIES, INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1150		Offfield Services	700603_Master Services Agreement dated effective 12/01/2013	INTERNATIONAL SHUIMING SERVICES LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and Assign to Credit Bid Purchaser			X
1151		Offfield Services	777103_Master Services Agreement dated effective 06/11/2019	INTERWELL US, LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser	X		
1152		Offfield Services	701722_Master Services Agreement dated effective 10/03/2016	IPT GLOBAL, LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1153		Non-Offfield Services	Amendment to Recital Document Management Services Agreement between SDOF Rental Tools	IRON MOUNTAIN	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1154		Offfield Services	701004_Master Services, Contract Effective, 1-1-2014	IRONKATE RENTAL SERVICES LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1155		Offfield Services	901047_MSA effective 11/01/2013; Amendment effective 06/03/2014; Amendment effective 01/31/2015	ISLAND OPERATING COMPANY INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1156		Offfield Services	SEMS Compliance Software	ISN SOFTWARE CORPORATION	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1157		Offfield Services	777143_Master Services Agreement dated effective 06/16/2019	ITT C-TREAT LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1158		Offfield Services	700526_Master Services Agreement dated effective 01/27/2014	J & J MARINE FIRST SOLUTIONS, LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1159		Offfield Services	Service agreement for 3433 CO RD 166 COM PR STAYC	JACKSON ELECTRIC COOP INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1160		Non-Offfield Services	777154_Master Services Agreement dated effective 09/25/2018	JAMES FISHER SUBSEA EXCAVATION INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1161		Offfield Services	510197_Master Services Agreement dated effective 11/01/2013	JANIC DIRECTIONAL SURVEY INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1162		Offfield Services	700823_Master Services Agreement dated effective 01/08/2015	JAVELER MARINE SERVICES, LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1163		Offfield Services	Isobar Supplier	JO RUSH CORPORATION	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1164		Offfield Services	Utilities	JEFFERSON DAVIS ELECTRIC COOPERATIVE INC	Fidewood Energy LLC	n.a.	n.a.	Assume and Assign to Credit Bid Purchaser			X
1165		Offfield Services	Chakra 9 ails	JIM CAMEL SALES	Fidewood Energy LLC	n.a.	n.a.	Assume and Assign to Credit Bid Purchaser			X
1166		Offfield Services	by and between Fidewood Energy LLC and JOG Venture, JOG by and between Fidewood Energy LLC and JOG Venture, JOG Ventures withdrawal	JOC Venture	Fidewood Energy LLC	SS 2071 Lease G01523		Assume and Assign to Credit Bid Purchaser	X		X
1168	9/16/2015	Withdrawal Agreement	by and between Fidewood Energy LLC and JOG Venture, JOG Ventures withdrawal	JOC Venture	Fidewood Energy LLC	SS 2161 Lease G01524		Assume and Assign to Credit Bid Purchaser			
1169	9/16/2015	Withdrawal Agreement	by and between Fidewood Energy LLC and JOG Venture, JOG Ventures withdrawal	JOC Venture	Fidewood Energy LLC	SS 2041 Lease G01520	EBI OIL & GAS, LLC; KINETICA DEEPWATER EXPRESSES, LLC	Assume and Assign to Credit Bid Purchaser	X		
1170		Offfield Services	777111_Master Services Agreement dated effective 06/25/2018	JOHN C HEALY JR CONSULTING LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1171		Offfield Services	Offshore Surveys	JOHN CHANCE LAND SURVEYS INC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1172	6/4/1999	Operating Agreements - Other	Joint Operating Agreement dated June 1, 1999 by and between JP Petroleum Company, Inc., as Operator, and LLOG Exploration Offshore, Inc. Et al as Non-Operators	JOHN W STONE OIL DISTRIBUTOR LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and assign to Credit Bid Purchaser			X
1173		Operating Agreements - Other	Joint Operating Agreement dated effective 07/27/2015	JP Petroleum Company, Inc., as Operator, and LLOG Exploration Offshore, Inc. Et al as Non-Operators	Fidewood Energy LLC	VR 326 Lease G2 1096	HEILS OIL & GAS COMPANY LLC	Assume and Assign to Credit Bid Purchaser	X		
1174		Offfield Services	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/01/2015 by and between Kerr-McGee Oil & Gas Corporation and Gryphon Exploration Company	KENNA AVIATION, LLC	Fidewood Energy LLC	n.a.	n.a.	Assume and Assign to Credit Bid Purchaser	X		
1175	5/20/2003	Letter Agreement - Operating Agreement	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/01/2015 by and between Kerr-McGee Oil & Gas Corporation and Gryphon Exploration Company	Kerr McGee Oil & Gas Corporation and Gryphon Exploration Company	Fidewood Energy LLC	SS 3011 Lease G10794		Assume and assign to Credit Bid Purchaser			X
1176	5/22/2003	Termination / Relinquishment and Jorder of Operating of Other Agreements	Relinquishment of Operating and Processing Agreement by and between Gryphon Exploration Company and Gryphon Exploration Company	Kerr McGee Oil & Gas Corporation and Gryphon Exploration Company	Fidewood Energy LLC	SS 3011 Lease G10794		Assume and assign to Credit Bid Purchaser			X
1177	7/1/1992	Operating Agreement - Other	Operating Agreement 7-1-92 by Kerr-McGee and Samardian	Kerr-McGee and Samardian	Fidewood Energy LLC	SS 314 Lease G26974	WAT OFFSHORE INC	Assume and Assign to Credit Bid Purchaser	X		
1178	8/6/2002	Farmout Agreement	Farmout Agreement by and between Kerr-McGee Oil & Gas Corp. and LLOG Exploration Offshore, Inc.	Kerr-McGee Oil & Gas Corp. and LLOG Exploration Offshore, Inc.	Fidewood Energy LLC	BS 27 Lease SL474; BS 28 Lease SL 1099; BS 29 Lease BS 36 Lease SL1230; BS 37 Lease SL4409		Assume and Assign to Credit Bid Purchaser (i) allocate pursuant to the Divisive Merger on account of the Excluded Assets (as defined in the Credit Bid Divisive Merger)	X		X

Fieldwood Energy, LLC, et al.  
Prepared May 25, 2021

### Schedule of Assumed Contracts

Notes:

- [1] Know: Contract Counterparties represent parties listed in actual agreements and/or vendor names.
- [2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are unable to determine the appropriate Debtor entity, the Debtors will continue to make payments to the appropriate Debtor entity.
- [3] Associated lessors represent the oil and gas leases that are associated with or related to the same underlying contract.
- [4] Related lease parties represent current lease co-working interest owners and JIP partners based on the Company accounting system records.
- [5] Estimated based on open pre-petition accounts payable balance. Cure estimates were adjusted to zero for completed trade agreements.
- [6] Reference is hereby made to the Debtors' Fourth Amended Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors. [7] The proposed treatment set forth on the Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict

#	Contract Date	Contract Category	Contract Description	Krown Contract Counterparties [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Core Estimate [5]	Proposed Contract Treatment [6]	FW I	Credit Bid Pursuant	FW II	FW III
1170	3/19/2003	Operating Agreement - Other	By and between Kuni-McGee Oil & Gas Corp. and LLOG Exploration Offshore, Inc.	Kuni-McGee Oil & Gas Corp. and LLOG Exploration Offshore, Inc.		BS Lease 1999, BS Lease 20, BS Lease 001230, BS Lease 4409							
1180		Offiled Services	KGORE AIRCRAFT LEASE AGREEMENT	KGORE MARINE SERVICES INC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).	x			
1181	11/11/1980	Operating Agreement - Other	Ownership and Operating Agreement b/w Kroy Company of TX, et al	Kroy Company of TX, et al	Felwood Energy LLC	HI 31 MFT 14621 Lease 14621, HI 31 MFT 105153 Lease 105153, H# 31 MF108153 Lease 105159		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).		x		
1182	10/10/2018	Facilities & Tie-In Agreements	FACILITIES CONNECTION FOR GAS CONNECTION WITH KROTON ENERGY SERVICES, LLC AND FELDWOOD ENERGY LLC	KINETICA ENERGY EXPRESS, LLC	Felwood Energy LLC	SS 1891 Lease 820, SS 182 Lease G0399A, SS 183 Lease G13917	BOIS DARC EXPLORATION, LLC	\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).		x		
1183	1/1/2016	Other	SecurPlan Agreement (#10941)	KNIGHT SECURITY SYSTEMS LLC	Felwood Energy LLC			\$697.17	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				x
1184	11/20/2016	Offiled Services	777849_Master Services Agreement dated effective 04/09/2019	KNIGHT INDUSTRIES	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1185	11/20/2016	Non-Offiled Services	Consulting Agreements	KPMG LLP	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1186	11/20/2016	Other	HR and payroll system	Kronos	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1187	11/20/2016	Offiled Services	PO Terms & Conditions entered into by and between Felwood Energy LLC and LAJ Technologies	LAJ TECHNOLOGIES DBA SHAND AND JIRS	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1188	11/20/2016	Offiled Services	Cylinder Head Repairs, Replacement Parts, Maintenance Services	LA ENERGY SERVICES OF BERIA, LLC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1189	11/20/2016	Non-Offiled Services	Global Warehouse - Water Acctg #182400924 & Acctg #841689191	LAFAYETTE UTILITIES SYSTEM	Felwood Energy LLC	n.a.		\$43.32	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1190	11/20/2016	Non-Offiled Services	Perpetual software license agreement	LANDMARK GRAPHICS CORP	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1191	11/20/2016	Offiled Services	777602_Master Services Agreement dated effective 01/01/2014	LAREDO OFFSHORE SERVICES, INC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).	x			
1192	11/20/2016	Offiled Services	777602_Master Services Agreement dated effective 01/01/2014	LAREDO OFFSHORE SERVICES, INC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1193	11/20/2016	Offiled Services	777711_Master Services Agreement dated effective 07/16/2018	LARRY DORON, LLC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1194	11/20/2016	Non-Offiled Services	Perpetual software license agreement	LARSON SOFTWARE TECHNOLOGY, INC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1195	11/20/2016	Non-Offiled Services	Perpetual software license agreement	LEASEQUIRY, LLC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1196	10/30/2012	Letter Agreement - Other Land	Letter Agreement between Statoil USA E-P Inc and Marathon Oil	Letter Agreement between Statoil USA E-P Inc and Marathon Oil	Felwood Energy LLC	MC 692 S/2 Lease G24133	ECOPETROL AMERICA LLC, TALOS ENERGY	\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1197	11/17/2013	Letter Agreement - Other Land	Letter Agreement between Western Geos by Samson Offshore, LLC dated 17 December 2014 covering blocks GC 679 and GC768	Letter Agreement between Western Geos by Samson Offshore, LLC dated 17 December 2014 covering blocks GC 679 and GC768	Felwood Energy LLC	GC 679 Lease G21811, GC 768 Lease G21817	ANADARKO US OFFSHORE LLC	\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1198	11/20/2016	Non-Offiled Services	Data subscription agreement	LEXCO DATA SYSTEMS, LP	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1199	11/20/2016	Offiled Services	512590_Master Services Agreement dated effective 11/01/2013	LINEAR CONTROLS INC	Felwood Energy LLC	n.a.		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1200	11/15/2001	Operating Agreement - Other	Operating Agreement b/w LLOG and Century	LLOG and Century		BS 34 Lease 3770, BS 35 Lease 15683		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1201	3/27/2003	Operating Agreement - Other	Operating Agreement b/w LLOG and Century	LLOG and Century		BS 35 Lease 15683, BS 52/53 Lease 17075	UPSTREAM EXPLORATION LLC	\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).				
1202	11/11/2010	Pipeline Use / Tie-In / Modification Agreements	Pipeline Use Agreement b/w LLOG and XTO	LLOG and XTO		NP 112 Lease G03707		\$0.00	Assume and (i) assign to Credit Bid Pursuant to the Plan and the Credit Bid Purchase Agreement on account of the Extended Asset (as defined in the Credit Bid Purchase Agreement).			x	
1203	10/9/2013	Unit Agreement - Unit and/or Unit Operating Agreement	Unit Agreement b/w	LLOG Blawieater Holdings, LLC, LLOG Exploration Offshore, LLC, Sandridge Energy Offshore, LLC and Sandridge Energy Offshore, LLC, LLOG Blawieater Holdings, LLC, LLOG Exploration									



Fieldwood Energy, LLC, et al.  
Prepared May 25, 2021

### Schedule of Assumed Contracts

Notes:

- [1] Known Contract Counterparties represent parties listed in actual agreements and/or vendor names.
- [2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate DSI.
- [3] Associated leases represent the oil and gas leases that are scheduled or related to the same leasehold.
- [4] Related lease parties represent current lease co-working interest owners and JIB parties based on the leasehold.
- [5] Estimates based on open pre-position accounts payable balances. Cost estimates were adjusted to reflect the current market.
- [6] Reference is hereby made to the Debtors' Fourth Amended Chapter 11 Plan of Fieldwind Energy, Inc. as filed with the Court on 11/11/2014.
- [7] The preferred treatment set forth on this Schedule of Assumed Contracts is for informational purposes only.

[illegible]



Fieldwood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] The Debtors are not aware of any contracts that have been assigned to or purchased by third parties.  
[5] Estimates based on open non-petition accounts payable balances. Charge estimates were adjusted to zero for completed Debtors.  
[6] References are hereby made to the Debtors' Fourth Amended Joint Plan of Fieldwood Energy, LLC and its Affiliated Debtors' [Docket No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between this Schedule of Assumed Contracts and the applicable Definitive Document filed for confirmation, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparty (1)	Debtor Entity (2)	Associated Leases (3)	Related Lease Parties (4)	Cost Estimate (\$)	Proposed Contract Treatment (6)	FWI	Card 4 Bid Purchase	PW II	PW IV
1300	2/22/2009	Letter Agreement - Other Land	LETTER AGREEMENT BY AND BETWEEN NOBLE ENERGY INC., DAVIS OFFSHORE, L.P., ENERGY PARTNERS, LTD AND STEPHENS PRODUCTION COMPANY, LLC	NOBLE ENERGY INC., DAVIS OFFSHORE, L.P., ENERGY PARTNERS, LTD AND STEPHENS PRODUCTION COMPANY, LLC	Fieldwood Energy Offshore LLC	NEIA GC 198 Lease G36021		\$0.00	Assume and assign to Credit Bid Purchaser				
1301	6/17/2009	Patrol Agreement	Patrol Agreement between Noble Energy Inc. and Samson Offshore Company and Exxon Mobil Offshore Company	Noble Energy Inc. Samson Offshore Company and Exxon Mobil Exploration Company	Fieldwood Energy LLC	GC 768 Lease G21817	ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser			x	
1302	6/29/2012	Letter Agreement - JOA	LETTER AGREEMENT BY AND BETWEEN NOBLE ENERGY INC., STATION USA E&P INC., ENERGY PARTNERS LTD, CALYPSO EXPLORATION LLC AND DAVIS OFFSHORE, L.P.	NOBLE ENERGY INC., STATION USA E&P INC., ENERGY PARTNERS LTD, CALYPSO EXPLORATION LLC AND DAVIS OFFSHORE, L.P.	Fieldwood Energy Offshore LLC	GC 198 Lease G36021		\$0.00	Assume and assign to Credit Bid Purchaser			x	
1303	8/26/2014	Facilities & Title Agreements	Assignment of Facilities and Title Agreements between Noble Energy Inc. and BP Energy	Noble Energy Inc. BP Energy	Fieldwood Energy LLC	MC 762 Lease G33757	SUSQUEHANNA VALLEY LLC	\$0.00	Assume and assign to Credit Bid Purchaser			x	
1304	8/15/2014	Assignment of Wellbores	Assignment of Wellbores between Noble Energy Inc. and W&T Offshore, Inc.	Noble Energy Inc. W&T Offshore, Inc.	Fieldwood Energy LLC	MC 198 Lease G36021	W&T OFFSHORE INC. HELIX OIL & GAS COMPANY	\$0.00	Assume and Assign to Credit Bid Purchaser	x			
1305	10/22/2009	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN NOBLE ENERGY INC., DAVIS OFFSHORE, L.P., ENERGY PARTNERS, LTD AND STEPHENS PRODUCTION COMPANY, LLC	NOBLE ENERGY INC., DAVIS OFFSHORE, L.P., ENERGY PARTNERS, LTD AND STEPHENS PRODUCTION COMPANY, LLC	Fieldwood Energy Offshore LLC	NEIA GC 198 Lease G36021		\$0.00	Assume and assign to Credit Bid Purchaser			x	
1306	11/19/2013	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement between Noble Energy Inc. and Samson Offshore, LLC	Noble Energy Inc. Samson Offshore, LLC	Fieldwood Energy LLC	MC 949 G2 SPIN2 Lease G32683, MC 992 N2 Lease G24133, MC 993 N2 Lease G24134	ECORP AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
1307	4/17/2011	Marketing - Transportation	Marketing - Transportation Agreement between Noble Energy, Inc. and Nalco Pipeline Company, LLC	Noble Energy, Inc. and Nalco Pipeline Company, LLC	Fieldwood Energy LLC	GC 768 Lease G21817	ANADARKO US OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser			x	
1308	10/10/2014	Assignment of O&RI	Assignment Agreement dated 10 Oct 14 by and between Noble Energy, Inc. and BP Energy	Noble Energy, Inc. BP Energy	Fieldwood Energy LLC	MC 861 Lease G21178		\$0.00	Assume and assign to Credit Bid Purchaser			x	
1309	1/17/2009	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement between Noble Energy Inc. and BP Energy	Noble Energy Inc. BP Energy	Fieldwood Energy LLC	MC 519 Lease G22778	BP ENERGY SERVICES INC., HEDV OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				x
1310	12/10/2013	Facilities & Title Agreements	Assignment Agreement for Facilities and Title Agreements between Noble Energy, Inc. and BP Energy	Noble Energy, Inc. BP Energy	Fieldwood Energy LLC	MC 949 Lease G32683, MC 992 Lease G24133, MC 993 Lease G24134	ECORP AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and assign to Credit Bid Purchaser			x	
1311	10/1/2013	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement between Noble Energy, Inc. and BP Energy	Noble Energy, Inc. BP Energy	Fieldwood Energy LLC	MC 519 Lease G22778	BP ENERGY SERVICES INC., HEDV OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				x
1312	12/20/2005	Confidentiality Agreements / AML and Rules of Conduct	Confidentiality Agreements / AML and Rules of Conduct between Noble Energy, Inc. and BP Energy	Noble Energy, Inc. BP Energy	Fieldwood Energy LLC	MC 949 Lease G32683, MC 992 Lease G24133, MC 993 Lease G24134	ECORP AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and assign to Credit Bid Purchaser			x	
1313	3/7/2003	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN NOBLE ENERGY INC., STATION USA E&P INC., STEPHENS PRODUCTION COMPANY AND DAVIS OFFSHORE, L.P.	NOBLE ENERGY INC., STATION USA E&P INC., STEPHENS PRODUCTION COMPANY AND DAVIS OFFSHORE, L.P.	Fieldwood Energy Offshore LLC	GC 198 Lease G36021		\$0.00	Assume and Assign to Credit Bid Purchaser	x			x
1314	6/17/2016	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement between Noble Energy, Inc. and W&T Offshore, Inc.	Noble Energy, Inc. W&T Offshore, Inc.	Fieldwood Energy Offshore LLC	MC 897 Lease G26251, MC 898 Lease G26252, MC 914 Lease G32543	W&T OFFSHORE INC. HELIX OIL & GAS COMPANY	\$0.00	Assume and assign to Credit Bid Purchaser			x	
1315	4/2/2012	Other Notices	Other Notices between Noble Energy, Inc. and BP Energy	Noble Energy, Inc. BP Energy	Fieldwood Energy Offshore LLC	NEIA GC 198 Lease G36021		\$0.00	Assume and assign to Credit Bid Purchaser			x	
1316	12/11/2008	Letter Agreement - Other Land	Letter Agreement between Noble Energy, Inc. and BP Energy	Noble Energy, Inc. BP Energy	Fieldwood Energy Offshore LLC	MC 949 Lease G32683, MC 992 Lease G24133, MC 993 Lease G24134	ECORP AMERICA LLC, TALOS ENERGY OFFSHORE, LLC	\$0.00	Assume and assign to Credit Bid Purchaser			x	
1317	6/1/1994	Joint Operating Agreement	JOINT OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NOBLE ENERGY, INC., OPERATOR, AND DALEN RESOURCES OIL & GAS CO.	NOBLE ENERGY, INC., OPERATOR, AND DALEN RESOURCES OIL & GAS CO.	Fieldwood Energy Offshore LLC	SM 260 Lease G14456	MP GULF OF MEXICO, LLC	\$0.00	Assume and Assign to Credit Bid Purchaser	x			





Friedwood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[5] Estimates based on open pre-settlement accounts payable balances. Current estimates were added to zero for completed lease agreements.  
[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Friedwood Energy, LLC and its Affiliated Debtors [Exhibit No. 1284] (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[7] Proposed treatment set forth on the Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between the Schedule of Assumed Contracts and the Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties (1)	Debtor Entities (2)	Associated Leases (3)	Related Lease Parties (4)	Gross Estimates (5)	Applicable Entry		
									Proposed Contract Treatment (6)	FWI	Credit Bid Purchaser
1363		Oilfield Services	555709_ Rental Agreement dated effective 02/12/2014	PAWS ENERGY SERVICES INC.	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1364		Oilfield Services	776004_Master Rental Agreement dated 6/27/2020	PELICAN WASTE AND DEBRIS LLC	Friedwood Energy LLC	n.a.	n.a.	\$104.19	Assume and assign to Credit Bid Purchaser		
1365		Oilfield Services	700604_Master Service Contract Effective 7/28/2015	PENINSULAMARINE INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1366	5/17/1999	Joint Operating Agreement	Joint Operating Agreement for Exploration and Production L.L.C. and Avana Energy Corporation	Avana Energy Corporation	Friedwood Energy LLC	El 313 Lease G02608	EP OIL & GAS, LLC	\$0.00	Assume and assign to Credit Bid Purchaser		
1367	2/10/1994	Joint Development / Venture / Exploration Agreements	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA, TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.	SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA	Friedwood Energy Offshore LLC	El 53 Lease 479	EMVEN ENERGY VENTURES LLC	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1368		Oilfield Services	700471_Master Service Contract Effective 07/22/2019	PENG ENGINEERING, LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1369		Oilfield Services	777763_Master Services Agreement dated effective 12/04/2018	PERITAM CONSULTING LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1370		Oilfield Services	Pipe Supplier	PETRO AMIGOS SUPPLY INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1371	1/17/2016	Other	Contract for the Extraction of Hydrocarbons under the Production Sharing Modality - Friedwood Energy E&P Mexico, S. de R.L. De C.V.	Petrolup Upstream Delta 1, S.A. de C.V.	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1372		Oilfield Services	777767_Master Services Agreement dated effective 02/06/2018	PETROLEUM CO-ORDINATORS	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1373		Non-Offiled Services	Perpetual Software License Agreement	PETROLEUM EXPERTS INC	Friedwood Energy LLC	n.a.	n.a.	\$41,309.38	Assume and assign to Credit Bid Purchaser		
1374		Oilfield Services	PHI 2015-2020 Posing Agreement (4); Ninth Amendment dated 02/06/2018	PETROLEUM HELICOPTERS INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1375	7/24/2018	Non-Offiled Services	Consulting Agreement	Petrotechnical Applications International, Inc.	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1376	11/10/2017	Non-Offiled Services	Consulting Agreement; Subscription License Agreement	PETROPHYSICAL SOLUTIONS INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1377	11/10/2017	Non-Offiled Services	Master Consulting Agreement	PETROPLAN USA LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1378	7/15/2000	Joint Operating Agreement	Operating Agreement of 7/15/2000, Petroleum Energy One, L.L.C. and LOG Exploration and Production Company	Petroleum Energy One, L.L.C. and LOG Exploration and Production Company	Friedwood Energy Offshore LLC	SS 79 Lease G15277	CALVPSO EXPLORATION LLC	\$0.00	Assume and assign to Credit Bid Purchaser		
1379	1/12/2007	Property Participation & E&M Agreements	Participation Agreement by and between PetroQuest Energy One, L.L.C. and Challenge Minerals Inc; Stephens Production Company, L.L.C.	PetroQuest Energy One, L.L.C. and Challenge Minerals Inc; Stephens Production Company, L.L.C.	Friedwood Energy LLC	SS 79 Lease G15277	CALVPSO EXPLORATION LLC	\$0.00	Assume and assign to Credit Bid Purchaser		
1380	7/15/2000	Property Participation & E&M Agreements	Participation Agreement by and between PetroQuest Energy One, L.L.C. and LOG Exploration and Production Company	PetroQuest Energy One, L.L.C. and LOG Exploration and Production Company	Friedwood Energy LLC	SS 79 Lease G15277	CALVPSO EXPLORATION LLC	\$0.00	Assume and assign to Credit Bid Purchaser		
1381	11/12/2007	Joint Operating Agreement	Operating Agreement of 11/12/2007, PetroQuest Energy One, L.L.C. and LOG Exploration and Production Company; Challenger Minerals Inc; GMT, Inc.; Stephens Production Company, L.L.C.	PetroQuest Energy One, L.L.C. and LOG Exploration and Production Company; Challenger Minerals Inc; GMT, Inc.; Stephens Production Company, L.L.C.	Friedwood Energy LLC	SS 79 Lease G15277	CALVPSO EXPLORATION LLC	\$0.00	Assume and assign to Credit Bid Purchaser		
1382		Oilfield Services	547503_PO Terms & Conditions dated 07/04/2018	PETROQUIP ENERGY SERVICES LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1383		Oilfield Services	Pipeline Repair Clamps	PETROQUIP INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1384		Non-Offiled Services	Perpetual Software License Agreement	Petrotechnic Software	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1385	10/1/2014	Other Services Agreements	MOU	Petrotech (OGG)	Friedwood Energy LLC	Area well	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1386		Oilfield Services	Pricing Tools (Formerly Extreme Energy Services)	PETROSAR SERVICES, LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1387		Oilfield Services	777761_Master Service Contract Effective 12/19/2019	PETROS TRIAM LP	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1388		Oilfield Services	700006_Master Services Agreement dated effective 01/01/2013	PHARMASAFE INDUSTRIAL SERVICES INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1389		Non-Offiled Services	Perpetual Software License Agreement	PHI Helipass, LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1390		Oilfield Services	Personnel Check-in, Cargo Processing, Etc., at Helipass, Maine	PHI HELIPASS, LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1391		Oilfield Services	700075_Master Services Agreement dated effective 06/06/2015	PHOENIX INTERNATIONAL HOLDING, INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1392	8/27/2008	Joint Operating Agreement	Operating Agreement BY AND BETWEEN PIECES ENERGY LLC AND APACHE CORPORATION	PIECES ENERGY LLC AND APACHE CORPORATION	Friedwood Energy LLC	ST 291 Lease G16465	EMVEN ENERGY VENTURES LLC	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1393	4/15/2017	Other	Standard Lease Agreement	PINHOOK TOWER	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1394	6/1/2018	Other	Amendment to Standard Lease Agreement	PINHOOK TOWER	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1395	3/17/2019	Other	Second Amendment to Standard Lease Agreement	PINHOOK TOWER	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1396		Oilfield Services	Facility and Structural Engineering for Construction Dept (Topgate)	PINNAKLE PROJECT SERVICES LLC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1397		Oilfield Services	Slickline and E-line, Coil Tugging Units, Well Servicing	PIONEER WIRELINE SERVICES	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1398		Oilfield Services	Pipe Supplier	PIPECO SERVICES	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1399	4/20/2017	Other	Phony Boxes Lease Agreement (004/007/1677)	PTNEY BOXES POSTAGE BY PHONE	Friedwood Energy LLC	n.a.	n.a.	\$1,123.86	Assume and assign to Credit Bid Purchaser		
1400	8/6/2018	Other	Phony Boxes Lease Agreement (02/004/7002)	PTNEY BOXES POSTAGE BY PHONE	Friedwood Energy LLC	n.a.	n.a.	\$1,123.86	Assume and assign to Credit Bid Purchaser		
1401		Non-Offiled Services	Agreement for postage for machines in Houston and Lafayette	PTNEY BOXES POSTAGE BY PHONE	Friedwood Energy LLC	n.a.	n.a.	\$454.88	Assume and assign to Credit Bid Purchaser		
1402	9/27/1992	Surface Lease	PLAQUEMINE PARISH GOVERNMENT S-621-SL43	PLAQUEMINE PARISH GOVERNMENT	GRANDARY / MP 140			\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1403	9/14/1992	Surface Lease	SURFACE LEASE AGREEMENT BETWEEN PLAQUEMINES PARISH GOVERNMENT AS LESSOR AND CHEVRON PIPELINE COMPANY, LESSEE FOR MP 140	PLAQUEMINES PARISH GOVERNMENT AS LESSOR AND CHEVRON PIPELINE COMPANY, LESSEE FOR MP 140	MP 140 Lease G02183		JK NIPPON OIL EXPLORATION USA LTD	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1404		Oilfield Services	777772_Master Services Agreement dated effective 11/01/2019	PMB SAFETY & REGULATORY INC	Friedwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser		
1405	7/7/1994	Letter Agreement - Other Land	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL.	POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL.	El 330 Lease G02115		ENERGY XXI GOM LLC RENAISSANCE OFFSHORE LLC, AKA, YANA EXPLORATION COMPANY LLC	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1406	5/17/2006	Marketing - Other	LETTER AGREEMENT PLATFORM & FACILITIES OWNERSHIP AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND POGO PRODUCING COMPANY, APACHE CORPORATION, EXXONMOBIL CORPORATION, WARNER ENERGY RESOURCES INC	POGO PRODUCING COMPANY, APACHE CORPORATION, EXXONMOBIL CORPORATION, WARNER ENERGY RESOURCES INC	El 330 Lease G02115		ENERGY XXI GOM LLC RENAISSANCE OFFSHORE LLC, AKA, YANA EXPLORATION COMPANY LLC	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1407	3/11/1976	Joint Operating Agreement	Operating Agreement of 3/11/1976, POGO, Mesa and Mohk, et al	POGO, Mesa and Mohk, et al	Friedwood Energy LLC		ROGWOOD ENERGY CORPORATION, COX OPERATING LLC	\$0.00	Assume and Allocate Pursuant to Divvive Mergers	x	
1408	1/31/2010	Other Services Agreements	Production Services Agreement by and between West West Control, Inc and Dynamic Offshore Resources Inc dated 31 Jan 2010	West West Control, Inc and Dynamic Offshore Resources Inc	Friedwood Energy Offshore LLC	GC 05622, 108622, 109 Lease G05889	ABANDONED ALTERNATIVES INC, MARUBEN OIL & GAS (USA) LLC, WALTER OIL & GAS CORPORATION, ERA HELICOPTERS INC, MANITA OFFSHORE LLC, TALOS ENERGY OFFSHORE LLC, CHEVRON USA INC, W.A.T.E.N.E.R	\$0.00	Assume and assign to Credit Bid Purchaser		x



















### Schedule of Assumed Contracts

(3) Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.

(4) Related lease parties represent current lease co-working interest owners and JIB partners based on Company accounting system records.

[5] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors. The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between the proposed treatment set forth on this Schedule of Assumed Contracts and the terms of any of the Assumed Contracts, the terms of the Assumed Contracts shall control.

Contract #	Contract Category	Contract Description
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1688	Oilfield Services	Paraffin Wax Remediation Product Vendor
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1600	Oilfield Services	U&F Control and Process Systems <sup>1</sup> Provides Engineering Fabrication
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1691	Oilfield Services	508136_Master Services Agreement dated effective 01/01/2014
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1693	11/26/2013	Non-Offield Services	Consulting Agreement
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1694	Oilfield Services	777494_PO Terms & Conditions dated effective 09/06/2017
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Year	Number of cases	Number of deaths	Number of cases per 100,000	Number of deaths per 100,000
2000	1,000	100	10.0	1.0
2001	1,100	110	11.0	1.1
2002	1,200	120	12.0	1.2
2003	1,300	130	13.0	1.3
2004	1,400	140	14.0	1.4
2005	1,500	150	15.0	1.5
2006	1,600	160	16.0	1.6
2007	1,700	170	17.0	1.7
2008	1,800	180	18.0	1.8
2009	1,900	190	19.0	1.9
2010	2,000	200	20.0	2.0
2011	2,100	210	21.0	2.1
2012	2,200	220	22.0	2.2
2013	2,300	230	23.0	2.3
2014	2,400	240	24.0	2.4
2015	2,500	250	25.0	2.5
2016	2,600	260	26.0	2.6
2017	2,700	270	27.0	2.7
2018	2,800	280	28.0	2.8
2019	2,900	290	29.0	2.9
2020	3,000	300	30.0	3.0

1697			
1697	Other		Vision Service Provider

Bend Producers Noble Energy Inc, W+T Energy VI, LLC, Red Willow

1699	4/10/1956	Unit Agreement and/or Unit Operating	Unit No. 891002891 - SS 32	Loop Operator and Big Bend Field Operator
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1700	11/21/2019	W&T withdrawal	W&T Withdrawal from EC 2 SL 18121 - W&T did not prepay
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17/01	12/10/2019	Other Misc.	by and between Fluorwood Energy LLC and W&T Oilstone, LLC. W&T Non-consent lease saving operation on EC 2 SL 18121 for
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1702 7/8/2016 Letter Agreement - Oil and Gas Lease Agreement - H1 129 #16 Well - Fieldwood's response to W&T Letter Agreement - H1 129 #16 Well - by and between Fieldwood Energy LLC and W&T Oilstone, LLC.

1703	7/21/2016	Operating Agreement - Other	by and between Fieldwood Energy LLC and W&T Offshore, Inc. ;
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Contract Operating Agreement - #16 well

1705	7/11/2012	Letter Agreement - Operating Agreement	Letter Agreement Pursuant to Operating and Processing Agreement dated 06/12/1006 bw and between W&T Offshore, Inc and Dynamic
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1706	11/1/2014	Unit Agreement and/or Unit Operating	Unit Agreement between Walter and FedGov for EW 834 Unit dated 11/1/2014
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[illegible]

1709	7/15/2008	Agreements Assignment of ORRI	ST 311 Walter ORRI Assign.
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1/10	9/15/2017	Operating Agreement - Other amended	SI 311-320 JOA Offshore Operating Agreement and 9-15-17, as amended
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	Agreements	
1712	Farmout Agreement	Farmout Agreement by and between Noble Energy Inc and Walter

	(a) First Amendment dated	(b) Second Amendment dated
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(d) Fourth Amndt dated 1 March 15  
(Matter processed MDI on CDD IV)

5752	Init Agreement and Init Certificate	(f) Consent to Assignment dated 31 Jan 20
5753	Init Agreement between Walford and Non One /EM build	

		Agreement	0.76 WI in Cooperating Agreement), included only as it formed part of WI to Walter and retained ORRI.
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1715	Oilfield Services	Master Service Contract dated effective November 01, 2013
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1716	Oilfield Services	548135_Master Services Agreement dated effective 12/01/2013
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1718	Oilfield Services	Trash Disposal (Creole, FW North, and Myette Point)
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1719	Oilfield Services	525177_Master Services Agreement dated effective 01/01/2014
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[illegible]

1722	Oilfield Services	Casing Services, Liner Hanger, Float Equip., Packers Completion Tools, Casing Milling, Fishing, Cementing, Annular Tool joints
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572A	Offield Canyon	ENGINE Master Canyon Assessment dated 6/17/2014
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1725	1/17/2014	Non-Oilfield Services	MSA - WellEz / Quorum (WellEz) - Fieldwood Amendment 11.4.19 - signed 2010.11.05
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1/20	1/17/2013	Overnight Royalty Interest Agreement	January 2013 covering blocks GC 679 and GC768	ONKI granted to Westam Geo by Garrison Oilstone, LLC dated 1/17/2013
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1728	3/3/1988	Property Participation & Exchange	Agreement
OIL AND GAS JOINT VENT. AND EXCH. CO. LTD. AND ASSOCIATED COMPANIES			
PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY			

1729	Oilfield Services	BASIN EXPLORATION, INC. 531921_Master Services Agreement dated effective 10/02/2018
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1730	Oilfield Services	529263_PO Terms & Conditions dated effective 02/10/2017
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#	Contract Date	Contract Category	Contract Description	Known Contract Counterparty(ies) [1]	Debtor Entity(ies) [2]	Associated Leases [3]	Related Lease Parties [4]	Current Estimate (\$)	Proposed Contract Treatment [5]	FW I	FW II	FW III	FW IV
1688		Oilfield Services	Proffitt Van Remediation Project Vendor	VERSARUS AMERICAS INC.	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1689		Oilfield Services	Roging, Dennis Burgess	VERSAMARINE, LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1690		Oilfield Services	B&C Control and Power Systems, Provides Engineering, Fabrication, Installation and Startups	VERSATECH AUTOMATION SERVICES LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1691		Oilfield Services	500135_Master Services Agreement dated effective 01/01/2014	VERCO RENTAL & PRESSURE CONTROL LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1692		Oilfield Services	Provides Wellhead Equipment and Rental Tools	VERCO GRAY INC.	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1693	11/06/2013	Non-Offshore Services	Consulting Agreement	VIKING ENGINEERING, LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1694		Oilfield Services	717494_PO Terms & Conditions dated effective 09/06/2017	VIKING FABRICATORS LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1695		Oilfield Services	Life Rate Exchange	VIKING LIFE SAVING EQUIPMENT AMERICA, INC.	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1696		Oilfield Services	717604_PO Terms & Conditions dated effective 03/28/2019	VME PROCESS, INC.	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1697		Other	Vision Service Provider	VSP	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1698	8/26/2014	Facilities & Tie-In Agreements	Brigging Agreement dated 28 Aug 2014 by and between the Big Bend Producers Noble Energy Inc, W&T Energy VI, LLC, Red Willow Offshore, LLC and REDWAY V, LLC. C-Drilling the responsibilities of the Offshore, LLC and REDWAY V, LLC are assigned to the responsibilities of the W&T Offshore, Inc. LK Prospected Dintzer, Unit No. 861002819 - SS 32	W&T Offshore, Inc.	Fellwood Energy LLC	MC 091 Lease G38021, MC 088 Lease G28022, MC 742 Lease G32343	MC 091 Lease G38021, MC 088 Lease G28022, MC 742 Lease G32343	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1699	4/10/1956	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	SS 30 Lease 333, SS 31 Lease 334, SS 32 Lease 335, SS 33 Lease 336	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1700	11/01/2019	Unit Agreement and/or Unit Operating Agreement	Unit Agreement and/or Unit Operating Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	EC 2 Leases 18121	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1701	12/02/2019	Other Misc.	W&T Offshore, Inc.	W&T Offshore, Inc.	Fellwood Energy LLC	EC 2 Leases 18121	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1702	7/8/2016	Letter Agreement - Other Land	W&T Offshore, Inc.	W&T Offshore, Inc.	Fellwood Energy LLC	H1 129 Lease G01848	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1703	7/21/2016	Operating Agreement - Other	W&T Offshore, Inc.	W&T Offshore, Inc.	Fellwood Energy LLC	H1 129 Lease G01848	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1704	7/21/2016	Operating Agreement - Other	W&T Offshore, Inc.	W&T Offshore, Inc.	Fellwood Energy LLC	H1 129 Lease G01848	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1705	7/11/2012	Letter Agreement - Operating Agreement	Letter Agreement Pursuant to Operating and Processing Agreement between W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	Fellwood Energy LLC	SS 3001 Lease G07760, SS 301 Lease G0794	W&T Offshore, Inc.	\$0.00	Assume and assign to Credit Bid Purchaser				
1706	11/11/2014	Unit Agreement and/or Unit Operating Agreement	Unit Agreement between W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	Fellwood Energy LLC	EW 790 Lease G33140, EW 834 Lease G27982, EW 835 Lease G15156, ST 270 Lease G33177, EW 799 Lease G35805	W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
1707	4/02/2014	Other Misc.	Unit Agreement dated 1 April 2016	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418	W&T Offshore, Inc.	\$0.00	Assume and assign to Credit Bid Purchaser				
1708	7/15/2008	Property Participation & E exchange Agreement	Property Participation Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1709	7/15/2008	Assignment of Offshore	Assignment of Offshore	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1710	9/15/2017	Operating Agreement - Other	Operating Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418, ST 320 Lease G24990	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1711	12/11/2011	Property Participation & E exchange Agreement	Property Participation Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1712	11/5/2010	Operating Agreement	Operating Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418	W&T Offshore, Inc.	\$0.00	Assume and assign to Credit Bid Purchaser				
1713	11/11/2014	Unit Agreement and/or Unit Operating Agreement	Unit Agreement between W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	Fellwood Energy LLC	EW 790 Lease G33140, EW 834 Lease G27982, EW 835 Lease G15156, ST 270 Lease G33177, EW 799 Lease G35805	W&T Offshore, Inc. and Dynamic Offshore Resources, LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
1714	12/11/2014	Letter Agreement - UOA	Letter Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418	W&T Offshore, Inc.	\$0.00	Assume and assign to Credit Bid Purchaser				
1715	7/15/2008	Operating Agreement - Other	Operating Agreement	W&T Offshore, Inc.	Fellwood Energy LLC	ST 311 Lease G31418, ST 320 Lease G24990	W&T Offshore, Inc.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1716		Oilfield Services	548135_Master Services Agreement dated effective 12/01/2013	WARRICK ENERGY SERVICES CORPORATION	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1717		Non-Offshore Services	Dumpler rental and pickup agreement	WASTE CONNECTIONS BAYOU, INC	Fellwood Energy LLC	n.a.	n.a.	\$27.33	Assume and assign to Credit Bid Purchaser				
1718		Oilfield Services	Trash Disposal (Grease, FW North, and Myrtle Point)	WASTE MANAGEMENT INC	Fellwood Energy LLC	n.a.	n.a.	\$143.59	Assume and Allocate Pursuant to Divisive Merger				
1719		Oilfield Services	525177_Master Services Agreement dated effective 01/01/2014	WAVELAND SERVICES INC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1720		Oilfield Services	Ceiling, Cement, Foal Equipment	WEATHERFORD GEMCO	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1721		Oilfield Services	Master Service Contract dated Feb 11, 2020	WEATHERFORD LABORATORIES, INC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1722		Oilfield Services	Casing Services, User Hanger, Float Equip, Packers Completion	WEATHERFORD U.S. LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1723		Oilfield Services	Master Service Contract dated November 01, 2013	WEATHERFORD U.S., LP	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1724		Oilfield Services	500606_Master Services Agreement dated effective 11/17/2014	WEIR SEAROUND	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and Allocate Pursuant to Divisive Merger				
1725		Non-Offshore Services	MSA - Weather - Groun (Well#2 - Fellwood Amendment 11.4.19 - 2019) dated to Weather Groun by Samson Offshore	WELLEX INFORMATION MANAGEMENT, LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1726	1/17/2013	Overriding Royalty Interest Agreement	January 2013 overriding blocks GC 679 and GC768	Weather Geo, Samson Offshore	Fellwood Energy LLC	GC 679 Lease G11811, GC 768 Lease G21817	ANDAKROUS OFFSHORE LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
1727	3/31/1988	Property Participation & E exchange Agreements	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC. AND BASIN EXPLORATION WESTPORT OIL AND GAS COMPANY, INC. DATED MARCH 3, 1988	WESTPORT OIL AND GAS COMPANY, INC. AND BASIN EXPLORATION WESTPORT OIL AND GAS COMPANY, INC.	Fellwood Energy LLC	MC 110 Lease G18192	WESTPORT OIL & GAS (USA) LLC, TALOS RESOURCES LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
1728	3/31/1988	Property Participation & E exchange Agreements	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC. AND BASIN EXPLORATION WESTPORT OIL AND GAS COMPANY, INC. DATED MARCH 3, 1988	WESTPORT OIL AND GAS COMPANY, INC. AND BASIN EXPLORATION WESTPORT OIL AND GAS COMPANY, INC.	Fellwood Energy LLC	MC 110 Lease G18192	MARLBOROUGH & GAS (USA) LLC, TALOS RESOURCES LLC	\$0.00	Assume and assign to Credit Bid Purchaser				
1729		Oilfield Services	525263_PO Terms & Conditions dated effective 02/10/2017	WHITCO PUMP & EQUIPMENT LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				
1730		Oilfield Services	WHITCO SUPPLY, LLC	WHITCO SUPPLY, LLC	Fellwood Energy LLC	n.a.	n.a.	\$0.00	Assume and assign to Credit Bid Purchaser				

### Schedule of Assumed Contracts

[1] Known Contract Counterparties represent parties listed in actual agreement is and/or vendor names.

[2] The Debtor continues to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the

[4] Related lease parties represent current lease co-working interest owners and JIB partners based on Company account

[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors. [Debtors']

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[illegible]Page 51 of 54

### Schedule of Assumed Contracts

of revenue or return made at the company's best judgment and control. If, in all or substantially all of the foregoing, the company is not a party to the transaction, the company shall not be deemed to be a party to the transaction.

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Fairwood Energy, LLC, et al.  
Prepared May 26, 2021

**Schedule of Assumed Contracts**

Notes:  
[1] When Contract Counterparties represent parties listed in actual agreements and/or vendor names.  
[2] The Debtors continue to review the contracts listed on this schedule to determine the appropriate Debtor entity. To the extent the Debtors are able to identify the proper Debtor entity for the contracts to which no Debtor entity is currently listed, the Debtors will file an amended schedule prior to the confirmation hearing to reflect this information.  
[3] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[4] Associated leases represent the oil and gas leases that are associated with or related to the same underlying contract.  
[5] Estimates based on open pre-settlement accounts payable balances. Current estimates were adjusted to zero for completed lease agreements.  
[6] Reference is hereby made to the Debtors' Fourth Amended Joint Chapter 11 Plan of Fairwood Energy LLC and its Affiliated Debtors ("Booklet No. 1284") (including any exhibits and schedules thereto and as may be further amended, supplemented, or modified, the "Plan"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.  
[7] The proposed treatment set forth on this Schedule of Assumed Contracts is for informational purposes only. In the event of any conflict between any of the Definitive Documents relating to the Divisive Merger and this Schedule of Assumed Contracts, the applicable Definitive Document shall control.

#	Contract Date	Contract Category	Contract Description	Known Contract Counterparties [1]	Debtor Entities [2]	Associated Leases [3]	Related Lease Parties [4]	Cons. Estimates [5]	Proposed Contract Treatment [6]	FWI	Credit Bid Purchase	FW II	FW IV
1860	9/1/1996	Operating Agreement - Other	Offshore Operating Agreement 9/1/1996		Fairwood Energy LLC	VR 408 Lease G15212		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1861	9/3/1996	Operating Agreement - Other	Operating Agreement (depts below 9000' on VR 302 & VR 408, and		Fairwood Energy LLC	VR 408 Lease G15212		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1862	2/11/1999	Operating Agreement - Other	Operating Agreement eff. 2-11-99		Fairwood Energy LLC	BI 205 Lease G01968		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1863	1/31/2000	Partnership Agreement	Fairwood Letter Agreement 1/31/2000		Fairwood Energy LLC	VR 408 Lease G15212		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1864	2/17/2000	Operating Agreement - Other	Operating Agreement eff. 2-17-00		Fairwood Energy LLC	HI 206 Lease G20660		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1865	5/19/2003	Joint Operating Agreement	Operating Agreement eff. 5/19/03		Fairwood Energy LLC	SS 301 Lease G10794		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1866	6/15/2003	Unit Agreement and/or Unit Operating Agreement	TEX W RA SJA Unit Agreement		Offshore LLC	BS 45 Lease 15683		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1867	6/1/2004	Operating Agreement - Other	Operating Agreement 6/1/04		Fairwood Energy LLC	HI A341 Lease G26605		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1868	10/17/2006	Joint Operating Agreement	Operating Agreement eff. 10-17-06		Fairwood Energy LLC	EC 37 Lease G25933		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1869	14/2007	Partnership Agreement	Partnership Agreement		Fairwood Energy LLC	SM 44 Lease G23840		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1870	3/8/2007	Property Participation & Exchange Agreements	Participation Agreement as Amended			SM 44 Lease G23840		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1871	5/14/2008	Other Notices	Final Notification Letter Memo-Well Payoff, dated May 14, 2008, EB		Fairwood SD Offshore LLC	EB 101 Lease G02647		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			x
1872	2/25/2010	Operating Agreement - Other	Operating Agreement eff. 2-25-10		Fairwood Energy LLC	BI 10 Lease G23851		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1873	8/17/2010	Marketing - Service Agreement	SERVICE AGREEMENT FOR SOUTH PASS 48 PIPELINE			SP 48		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1874	5/11/2011	Pipeline Use / Tech / Modification Agreements	Pipeline Techs and Use Agreement			MP 112 Lease G09707		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			x
1875	11/1/2013	Master Service Agreement	Platform Audits / BSEE Drawings			Area wide		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1876	4/16/2014	Other Lease / Rental Agreement	Rental Agreement			MC 983 N/2MC 983 S/2 Lease G24134		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1877	11/19/2018	Master Service Agreement	Regulatory			Area wide		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1878	6/24/2019	Master Service Agreement	...IT and Consulting Support for the HWCG - Fairwood Portal for		Fairwood Energy LLC	Area wide		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1879	8/6/2019	Right of Use Easement	UACGE RUE DAC2009-5-17-23 SHPO			SP 00		\$0.00	Assume and Allocate Pursuant to Divisive Merger	x			
1880	10/2/2019	Other Services Agreements	IT and Consulting Support for the HWCG - Fairwood Portal for		Fairwood Energy LLC	Area wide		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1881	10/30/2019	Master Service Agreement	Industry Standards, Analytics, and Research/ Subscription Service			Area wide		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1882	11/15/2019	Master Service Agreement	Industry Standards, Analytics, and Research / Subscription Service			Area wide		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1883		Marketing - Other	Market Authorization Letter Agreement to act as agent for Escorted		Fairwood Energy LLC	MC 004 Lease G36556		\$0.00	Assume and allocate to Credit Bid Purchaser			x	
1884	11/19/2014 (Amended)	Marketing - Construction, Operations and Ownership Agreements	Ameca Inc. to Market gas production of the facility. Operate to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System, and to provide technical support from Sea Robin Pty and between Fairwood Energy LLC and		Fairwood Energy LLC	EC 179 Lease G54226, EC 261 Lease G09071, EC 278 Lease G09074, EC 338 Lease G20053, EC 332 Lease G09478, EI 337 Lease G03332, EI 307 Lease G02110, EI 315 Lease G04912, EI 361 Lease G02324, EI 316 Lease G02317, EI 307 Lease G03332, EI 361 Lease G02324, SM 39 Lease G16320, SM 40 Lease G13607, SM 142 Lease G01216, SM 128 Lease G02587		\$0.00	Assume and allocate to Credit Bid Purchaser (pursuant to the Plan and the associated Credit Bid Purchase Agreement) on account of the Divisive Merger (i) allocate pursuant to the Divisive Merger on account of the Divisive Merger (as defined in the Credit Bid Purchase Agreement)	x		x	x

**Exhibit E**

**Plan Administrator Agreement**

**[To Come]**



**Exhibit F**

**Credit Bid Purchase Agreement**

**PURCHASE AND SALE AGREEMENT**

**AMONG**

**FIELDWOOD ENERGY LLC**

**AND**

**ITS AFFILIATES SIGNATORY HERETO**

**AS SELLERS**

**AND**

[\_\_\_\_\_]

**AS BUYER**

**DATED**

[\_\_\_\_\_] [\_\_\_\_], 2021

**[DISCLAIMER: This is a proposed form purchase agreement only, and not an offer that can be accepted. Until the authorized representatives of the Sellers and Buyer agree to and execute a definitive agreement, neither the Sellers nor Buyer has any obligation (legal or otherwise) to conclude a transaction. Unless included in a definitive agreement, communications (written or oral) shall not create any obligations whatsoever on the Sellers or Buyer and no person, including any recipient of this proposed form, may rely on them as the basis for taking or foregoing any action or opportunity or for incurring any costs. Further, this proposed form purchase agreement may be amended and/or modified in its entirety to provide for the 363 Credit Bid Transaction in the circumstances contemplated by, and subject to any consents required by, Section 5.2(c) of the Plan.]**

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Annex I      Definitions

**EXHIBIT LIST**<sup>1</sup>

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EXHIBIT B	Easements
EXHIBIT C	Scheduled Wells
EXHIBIT D	Platforms and Facilities
EXHIBIT D-1	Inventory
EXHIBIT E	Permits
EXHIBIT F	Seismic Data
EXHIBIT G	Form of Assignment, Bill of Sale and Conveyance for Co-Owned Assets
EXHIBIT H	Form of Assignment, Bill of Sale and Conveyance for Other Assets
EXHIBIT I	Form of Assignment and Assumption Agreement
EXHIBIT J	Form of Assignment of Leases and Subleases
EXHIBIT K	Form of Office Assets Conveyance
EXHIBIT L	[Reserved]
EXHIBIT M	[Reserved]
EXHIBIT N	[Reserved]
EXHIBIT O	[Reserved]
EXHIBIT P	Form of Transition Services Agreement
EXHIBIT Q	Form of SEMS Bridging Agreement
EXHIBIT R	Form of ST 308 Performance Bond
EXHIBIT S	Form of Release Document
EXHIBIT T	Form of Farmout Agreement
EXHIBIT U	[Reserved]
EXHIBIT V	[Reserved]
EXHIBIT W	Form of Funding Agreement
EXHIBIT X	Working Capital
EXHIBIT X-1	Working Capital Estimate
EXHIBIT Y	Specified Oil and Gas Interests

<sup>1</sup> **Note to Draft:** Exhibits are subject to ongoing review and comment by Buyer and are subject to change in all respects.



<b><u>Exhibit</u></b>	<b><u>Title</u></b>
EXHIBIT Z	Specified P&A Equipment

### **SCHEDULE LIST**

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Schedule 7.3(l)	Required Governmental Approvals
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Schedule 10.13(e)	D&O Indemnified Parties
Schedule 10.14	Right of Use Easements (RUEs)

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## PURCHASE AND SALE AGREEMENT<sup>2</sup>

This Purchase and Sale Agreement (this “**Agreement**”) is made as of [\_\_\_\_\_] [\_\_\_\_], 2021 (the “**Execution Date**”) by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**Fieldwood**”), Fieldwood Energy Inc., a Delaware corporation, Dynamic Offshore Resources NS, LLC, a Texas limited liability company, Fieldwood Energy Offshore LLC, a Delaware limited liability company, Fieldwood Onshore LLC, a Delaware limited liability company, Fieldwood SD Offshore LLC, a Delaware limited liability company, Fieldwood Offshore LLC, a Delaware limited liability company, Bandon Oil and Gas GP, LLC, a Delaware limited liability company, Bandon Oil and Gas, LP, a Delaware limited partnership, Fieldwood Energy SP LLC, a Louisiana limited liability company, Galveston Bay Pipeline LLC, a Delaware limited liability company, and Galveston Bay Processing LLC, a Delaware limited liability company, (b) subject to Section 1.5, FW GOM Pipeline, Inc., a Delaware corporation (“**FW GOM Pipeline**”), and GOM Shelf LLC, a Delaware limited liability company (“**GOM Shelf**” and each of the other entities specified in clauses (a) and (b), a “**Seller**” and collectively the “**Sellers**”), and (c) [\_\_\_\_\_] [\_\_\_\_], a [Delaware limited liability company] (“**Buyer**”), and [\_\_\_\_\_] [\_\_\_\_], [a Delaware limited liability company and a wholly-owned subsidiary of Buyer] (“**Buyer 2**”). The Sellers, Buyer and Buyer 2 may be referred to individually as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used in this Agreement have the meanings referenced in **Annex I** to this Agreement.

## RECITALS

A. The Sellers desire to sell, and Buyer desires to purchase, all of the Acquired Interests on the terms and subject to the conditions set forth below.

B. On August 3, 2020 and August 4, 2020, the Sellers (collectively, the “**Debtors**”) filed voluntary petitions (the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended from time to time, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”).

C. [Buyer has provided to the Sellers at or prior to the execution of this Agreement a copy of a fully executed and effective direction letter (the “**Direction Letter**”) causing to be delivered at Closing such portion of the **[Obligations]** (as defined in the Credit Agreement) as is necessary to allow for payment of the Credit Bid and Release.]<sup>3</sup>

D. Pursuant to the Plan, and as consideration for the transactions contemplated by the Direction Letter, each holder of Allowed FLTL Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of (a) on the Effective Date, the Credit Bid and Release New Equity Interests and (b) if and when issuable pursuant to

<sup>2</sup> Note to Draft: Subject to review by Administrative Agent.

<sup>3</sup> Note to Draft: Subject to review by Administrative Agent.

the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the FLTL Subscription Rights.

E. Pursuant to the Plan, each holder of Allowed SLTL Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of, if and when issuable pursuant to the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the SLTL Subscription Rights.

F. Following Fieldwood's receipt of the GUC Warrants and the SLTL Warrants pursuant to Section 9.2(j), Fieldwood will cause such GUC Warrants and SLTL Warrants to be distributed and received by the Persons entitled to receipt of such interests pursuant to the Plan on the Effective Date in accordance with the Plan.

G. Upon the terms and subject to the conditions set forth herein, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Interests pursuant to Sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141 and 1146 of the Bankruptcy Code, and Rules 4001, 6004, 6006 and 3020 of the Federal Rules of Bankruptcy Procedure of the Bankruptcy Code (as amended from time to time, the "***Bankruptcy Rules***").

H. The execution and delivery of this Agreement and the Sellers' ability to consummate the transactions contemplated by this Agreement are subject to, among other things, the Bankruptcy Court's entry of the Confirmation Order.

## AGREEMENT

In consideration of the recitals above, the provisions below and other good and valuable cause and consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Buyer 2 and the Sellers agree as follows:

### ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the provisions hereof and the entry of the Confirmation Order, Buyer agrees to purchase and accept from the Sellers and the Sellers agree to sell, assign, convey, transfer and deliver, or cause to be sold, assigned conveyed, transferred and delivered to Buyer at the Closing, the Acquired Interests free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)); *provided* that Buyer and Buyer 2 may determine in their sole discretion that certain Fieldwood U.A. Interests and certain JV Interests may be acquired by Buyer 2 instead of by Buyer, in which case all references hereto to Buyer with respect to such Fieldwood U.A. Interests or JV Interests shall be understood to be to Buyer 2 instead of Buyer.

1.2 Acquired Interests; Assets. As used herein, the term "***Acquired Interests***" refers to (x) all of each Seller's right, title and interest in, to, under or derived from the Co-Owned Assets excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties other than the Applicable Shared Asset Interests (which Applicable Shared Asset Interests shall be "Co-Owned Assets") and (y) all of each Seller's right, title and interest in, to, under or derived from the Other Assets. As

used herein, the term “**Assets**” means the Co-Owned Assets and Other Assets, wherever located, real, personal or mixed, tangible or intangible, known or unknown, as the same shall exist as of the Closing. As used herein, the term “**Co-Owned Assets**” means the following (*provided*, that (subject to the following provisos) Buyer may, from time to time prior to the Designation Deadline, subject to obtaining the Sellers’ prior written consent (in the Sellers’ sole discretion (it being understood that Buyer shall not add to or remove from the “Co-Owned Assets” any FWE I Asset or GOM Shelf Oil and Gas Properties provided that the foregoing shall not prevent the addition or removal of Applicable Shared Asset Interests as appropriate (which may be added or removed with the Sellers’ prior written consent))), add any assets to or remove any assets from the “Co-Owned Assets” (and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities”) and any affected Exhibit or Schedule (including **Schedule 1.3(d)**) will be updated accordingly, and if Buyer removes any asset from the “Co-Owned Assets” Buyer shall indemnify the Sellers with respect to any Liability incurred by the Sellers as a result of the removal by Buyer of any Co-Owned Asset and the retention by the Sellers of such “Co-Owned Asset”; *provided, further*, that (notwithstanding anything to the contrary in this **Section 1.2**), Buyer may not remove any assets from the “Co-Owned Assets” after the Designation Deadline):

(a) the oil and gas leases (and other agreements) described in **Part 1 of Exhibit A**, but excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties (collectively, the “**Co-Owned Leases**”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Co-Owned Lease or any land subject to, covered by or included within any Co-Owned Lease (except that, solely as to each of lease OCS-00786 covering South Marsh Island 48 and lease OCS-G 1609 covering South Pass 61, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(b) (i) each Unit that includes any of the lands covered by or subject to any Co-Owned Lease (each, a “**Co-Owned Subject Unit**”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Co-Owned Subject Unit (each, a “**Co-Owned Subject Unit Agreement**”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Co-Owned Subject Unit;

(c) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements related to or held for use in connection with (in each case, whether or not located on) any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Easements**”), including those described in **Part 1 of Exhibit B**;

(d) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any of the Co-Owned Leases or Co-Owned Subject Units, whether or not such well is located on any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Wells**”), including those described in **Part 1 of Exhibit C** (such wells, the “**Co-Owned Scheduled Wells**”);

(e) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement, lands covered by or subject to any Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Easement or Co-Owned Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 1** of **Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 1** of **Exhibit D-1** (collectively, the “*Co-Owned Inventory*”);

(f) (i) all oil, gas, minerals, condensate, distillate, natural gasoline, natural gas liquids, plant products and other liquid or gaseous hydrocarbons and all other substances produced with any of the foregoing hydrocarbons (collectively, “*Hydrocarbons*”) (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Subject Unit Agreement or (B) that are located in any Co-Owned Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(g) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Co-Owned Field Assets, including the Permits listed in **Part 1** of **Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2;

(h) subject to Section 6.7, all Co-Owned Assigned Contracts;

(i) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the other Co-Owned Assets or to any Assumed Liabilities, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Co-Owned Assets;

(j) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 1** of **Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Co-Owned Field Assets or any land on which any Co-Owned Field Asset is located (collectively, the “*Co-Owned Field Data*”);



(k) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and other information (in each case, whether in written or electronic format) that relate to any of the other Co-Owned Assets (collectively, the “***Co-Owned Records***”);

(l) [reserved];

(m) all raw materials, work-in-process, finished goods, supplies and other inventories related to, used or held for use in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Well;

(n) all goodwill associated with any Co-Owned Asset; and

(o) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to any Co-Owned Assets (excluding Excluded Prepaid JOA Funds).

As used herein, the term “***Other Assets***” means the assets described in clauses (p) through (rr) below; *provided*, that, from time to time prior to the Designation Deadline, Buyer may, in its sole discretion (subject to the following provisos), (x) add any assets to the “Other Assets” or (y) remove any Other Assets from the “Other Assets” (other than (1) to add any Co-Owned Assets to, or to remove any Co-Owned Assets from, the Other Assets or (2) the assets or items set forth in clauses (aa), (ee), (gg), (ii), (oo) or (pp) of this Section 1.2), and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities” (and any affected Exhibit or Schedule (including Schedule 1.3(d)) will be updated accordingly); *provided, however*, that Buyer may not add or remove any FWE I Asset or GOM Shelf Oil and Gas Property; *provided, further*, that (notwithstanding anything to the contrary in this Section 1.2), Buyer may not remove any assets from the “Other Assets” after the Designation Deadline; and, *provided, further*, that Buyer may not (i) remove any assets from the “Other Assets” unless Buyer has agreed in writing to indemnify Sellers with respect to any Liability incurred by any Seller as a result of the retention by Sellers of such “Other Asset” or (ii) add any assets to the Other Assets if such addition would require a Governmental Approval (except for those which are obtained post Closing) that would reasonably be expected to materially delay the Closing); *provided, further* that Buyer may remove any such asset if Buyer increases the Cash Portion to include the amount of such Liability:

(p) the oil and gas leases (and other agreements) described in **Part 2 of Exhibit A** (collectively, the “***Other Leases***”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Other Lease or any land subject to, covered by or included within any Other Lease (except that, (x) solely as to lease OCS-G 12210



covering Green Canyon 201, the interests in such lease to be conveyed hereunder exclude any record title or operating rights in the NE1/4 of Block 201, Green Canyon, (y) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease is not to be conveyed hereunder; and (z) solely as to each of OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80 and OCS-G 1989 and OCS-G 2136 covering portions of West Delta 80, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(q) (i) each Unit that includes any land covered by or subject to any Other Lease (each, a “***Other Subject Unit***”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Other Subject Unit (each, a “***Other Subject Unit Agreement***”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Other Subject Unit;

(r) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements located on (or related to or held for use in connection with (in each case, whether or not located on)) any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “***Other Easements***”), including those described in **Part 2** of **Exhibit B**;

(s) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any Other Lease or Other Subject Unit, whether or not such well is located on any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “***Other Wells***”), including those described in **Part 2** of **Exhibit C** (such wells, the “***Other Scheduled Wells***”);

(t) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Other Lease, Other Subject Unit, Other Easement, lands covered by or subject to any Other Lease, Other Subject Unit or Other Easement or Other Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 2** of **Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 2** of **Exhibit D-1** (collectively, the “***Other Inventory***”);

(u) (i) all Hydrocarbons (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Other Lease, Other Subject Unit or Other Subject Unit Agreement or (B) that are located in any Other Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(v) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Other Field Assets, including the Permits listed in **Part 2** of **Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2;

(w) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the Other Assets, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Other Assets;

(x) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), (i) all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 2** of **Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Other Field Assets or any land on which any Other Field Asset is located and (ii) copies of all proprietary seismic data (conventional, three dimensional or otherwise), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the FWE I Oil and Gas Properties or any land on which any FWE I Oil and Gas Property is located (collectively, the “***Other Field Data***”);

(y) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and other information (in each case, whether in written or electronic format) that relate to any of the Other Assets (collectively, the “***Other Records***”);

(z) subject to Section 6.7, all of the Other Assigned Contracts;

(aa) all Working Capital Assets;

(bb) all of the Sellers’ rights, title and interest as borrowers under the Prepetition FLFO Credit Agreement (as defined in the Plan) as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan);

(cc) all raw materials, work-in-process, finished goods, supplies and other inventories located on (or related to, used or held for use in connection with (in each case, whether or not located on)) any Other Lease, Other Subject Unit, Other Easement or Other Well;

(dd) all goodwill associated with the Other Assets;

(ee) the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease and, in each case, the premises demised thereunder, all fixtures and

appurtenances thereto, and all furniture and other personal (movable) property located therein (collectively, the “**Office Assets**”);

(ff) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to the Other Assets;

(gg) all (i) Suspense Funds and Undisbursed Revenue related to the Acquired Interests and (ii) Prepaid JOA Funds;

(hh) all futures, options, swaps and other derivatives with respect to the sale of Hydrocarbons described in clauses (f) or (u) of this Section 1.2 and novated to Buyer pursuant to Section 6.15 (the “**Hedges**”);

(ii) all assets relating to the Assumed Employee Plans (to the extent funded);

(jj) all of the Sellers’ economic analyses and pricing forecasts relating to any of the Assets;

(kk) all Transferred Intellectual Property;

(ll) all Seller IT Assets;

(mm) all Tax refunds other than those described in Section 1.3(f);

(nn) all collateral securing any bond provided for any of the Assets;

(oo) all memberships (*lidmaatschap*), including all membership rights (*lidmaatschapsrechten*) of Fieldwood U.A. held by any Seller (the “**Fieldwood U.A. Interests**”) and all shares in the capital of Fieldwood Mexico and any of its Subsidiaries (Fieldwood Mexico and its Subsidiaries, collectively, the “**Mexico JV**”) held by any Seller (the “**JV Interests**”), and all rights, interests and title in and to such Seller’s equity ownership of, and all present and future rights of such Seller as an equity holder of, Fieldwood U.A. or the Mexico JV, as applicable, both actual and contingent, including all distributions of profits, dividends, distribution of reserves, repayments of capital, liquidation or dissolution proceeds and all other distributions, payments and repayments in respect of such equity ownership and any right to receive the same, and all other rights in respect of such equity ownership under or pursuant to the organizational documents of and any equity holders’ agreement in respect of Fieldwood U.A. or the Mexico JV, as applicable;

(pp) the Specified P&A Equipment;

(qq) all proceeds recovered under the Tail Policy, but only with respect to reimbursement of D&O Indemnified Liabilities actually paid by Buyer pursuant to Section 10.12; and

(rr) all rights, claims, demands and causes of action of the Sellers relating to the Acquired Interests or the Assumed Liabilities, including those set forth on Schedule 1.2(rr);

*provided* that this clause (rr) shall not apply with respect to or in connection with Taxes or Tax refunds.

1.3 Excluded Assets. The Assets and Acquired Interests do not include, and there is hereby expressly excepted and excluded therefrom and reserved to the Sellers, all assets and properties of each Seller and its Affiliates that are not described or otherwise identified as Acquired Interests in Section 1.2, including the following assets and properties (the “***Excluded Assets***”):

(a) all corporate, financial, legal (other than title opinions) and tax records of the Sellers, but excluding Records;

(b) other than (i) the Fieldwood U.A. Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood U.A. and (ii) the JV Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood Mexico and its Subsidiaries, any shares of capital stock or other equity interest held by the Sellers in any other Person;

(c) all BOEM operator numbers;

(d) all of the Sellers’ right, title and interest in and to those interests, rights, properties and assets more particularly described on **Schedule 1.3(d)** as such Schedule may be amended in accordance with Section 2.6;

(e) all of the Sellers’ right, title and interest in, to and under any of the FWE I Assets, other than any Applicable Shared Asset Interests added to the Co-Owned Assets or Other Assets by Buyer pursuant to the terms of Section 1.2;

(f) all Tax refunds attributable to the Retained Liabilities;

(g) all Excluded Contracts;

(h) all assets of any Employee Plan that are not Assumed Employee Plans;

(i) all Intellectual Property owned or purported to be owned by any Seller (other than Transferred Intellectual Property);

(j) all insurance policies held by the Sellers;

(k) all rights, claims, demands and causes of action of the Sellers under this Agreement;

(l) all cash held in accounts of the Sellers, other than (i) Suspense Funds, (ii) Undisbursed Revenue and (iii) Prepaid JOA Funds;

(m) any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the FWE I Assets;

(n) the Specified Excluded Receivables;

(o) all Avoidance Actions;

(p) as to each of lease OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80, OCS-G 1989 and OCS-G 2136 covering portions of West Delta 80, OCS-00786 covering South Marsh Island 48 and lease OCS-G 1609 covering South Pass 61, any interest other than any overriding royalty interests held by the Sellers in such lease;

(q) solely as to lease OCS-G 12210 covering Green Canyon 201 any record title or operating rights (for the avoidance of doubt, not including any overriding royalty interests) in the NE1/4 of Block 201, Green Canyon; and

(r) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease.

1.4 Effective Time. The purchase and sale of the Acquired Interests shall be effective as of 7:00 am (Central Prevailing Time) on the Closing Date (the “*Effective Time*”).

1.5 Certain Sellers. The Parties agree that each of FW GOM Pipeline and GOM Shelf have executed this Agreement as Sellers solely for the purpose of selling, assigning, conveying, transferring and delivering to Buyer any Acquired Interests held by such entities as of the Closing pursuant to this Article I and the applicable Transfer Documents, and without limiting the applicability of covenants and representations to the closing conditions set forth in Article VII neither FW GOM Pipeline nor GOM Shelf makes, or shall have any obligation or liability with respect to, any other covenant or representation of the Sellers made under this Agreement or any certificate delivered pursuant hereto. For the avoidance of doubt, neither FW GOM Pipeline or GOM Shelf shall be required or obligated to sell, assign, convey, transfer or deliver to Buyer or Buyer 2 any of the GOM Shelf Oil and Gas Properties. Notwithstanding anything to the contrary, Fieldwood Energy I, GOM Shelf, and their Subsidiaries shall have no liability under this Agreement or any Ancillary Document (including, without limitation, for breach, misrepresentation, fraud, breach of warranty, or otherwise) or relating to the sale or purchase of the Acquired Interests, the operation or business of the Acquired Interests, or any other transactions contemplated by this Agreement or any Ancillary Document, except for any breach (i) by Fieldwood Energy I of its obligations pursuant to Section 3(b)(i) of the Plan of Merger (as contemplated by Section 10.12(e)) or (ii) by FW GOM Pipeline or GOM Shelf of its obligations pursuant to Sections 9.2, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.9 and, in respect of its interest in an asset which is also in part a Co-Owned Asset, 10.11.

## ARTICLE II CONSIDERATION

### 2.1 Consideration.

(a) The aggregate consideration to be paid by Buyer and Buyer 2 to the Sellers with respect to the sale to Buyer and Buyer 2 of the Acquired Interests shall consist of the following (collectively, the “*Consideration*”): (1) a credit bid and equivalent release of the Sellers and any guarantors (and their respective successors and assigns) from a portion of the Claims arising under the Credit Agreement, in an aggregate amount up to the FLTL Claims Allowed Amount (as defined

in the Plan) (the “**Credit Bid and Release**”) <sup>4</sup>, (2) the Cash Portion, (3) the GUC Warrants, (4) the SLTL Warrants, (5) the Subscription Rights and (6) Buyer’s assumption of the Assumed Liabilities (including, for the avoidance of doubt, the Liabilities set forth in Section 11.1(o))<sup>5</sup>. For the avoidance of doubt, the Credit Bid and Release will not include all of the Claims arising under the Credit Agreement, and (x) the portion of such Claims not included in the Credit Bid and Release will not be transferred to Sellers by Buyer and Buyer 2 pursuant to this Agreement and (y) the holder(s) thereof will be entitled to receive the distribution of the FLTL Subscription Rights by the Debtors pursuant to, and as contemplated by, the Plan.

(b) Prior to the Closing, the Sellers and Buyer shall in good faith endeavor to agree upon the Closing Cash Amount, the Effective Date Cash Obligations and the Effective Date Cash Obligations Amount in accordance with the definitions thereof.

(c) The Parties hereby agree that, for U.S. federal income tax purposes, the assumption by Buyer of the remaining Allowed FLFO Claims (as such term is defined in the Plan) pursuant to Section 11.1(o) hereof shall be treated as if: (i) Buyer issues a debt instrument to the Sellers (“**Buyer Obligation**”) with terms that are identical (with the exception of the obligor) to the terms of the Buyer Parent Debt (defined below) as additional consideration for the Acquired Interests, (ii) the Sellers deliver the Buyer Obligation to holders of Allowed FLFO Claims (as such term is defined in the Plan) (together with the FLFO Distribution Amount (as such term is defined in the Plan)) in satisfaction of their Allowed FLFO Claims (as such term is defined in the Plan), in a transaction that constitutes a “significant modification” within the meaning of Treasury Regulations Section 1.1001-3, and (iii) Buyer Parent issues the First Lien Exit Facility (as such term is defined in the Plan) (the “**Buyer Parent Debt**”) to holders of Allowed FLFO Claims (as such term is defined in the Plan) in substitution of the Buyer Obligation, thereby assuming Buyer’s obligation with respect to the Buyer Obligation. The parties further agree that (i) the issue price, within the meaning of Section 1273 of the Code, of the Buyer Obligation is equal to the issue price of the Buyer Parent Debt and (ii) the Sellers shall take into account for U.S. federal income tax purposes any cancellation of debt consequences under the Code, resulting from or in connection with (including as a result of the application of Treasury Regulations Section 1.1274-5, if applicable) or arising from the transactions described in this paragraph.

2.2 Allocation of Adjusted Consideration. The Parties acknowledge and agree that the Credit Bid and Release and the Cash Portion (and the Assumed Liabilities, taking into account Section 2.1(c), and other relevant items, to the extent properly taken into account under the federal income Tax principles as consideration for the Acquired Interests) shall be allocated among the Acquired Interests in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or non-U.S. Law, as appropriate). Buyer shall, as promptly as practicable after the Closing Date, but in no case later than one hundred twenty

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<sup>4</sup> Note to Draft: Credit Bid and Release to be equal to at least \$1.03 billion, less (i) the Cash Portion, (ii) the GUC Warrants, (iii) the SLTL Warrants, (iv) the Subscription Rights and (v) the amount of the First Lien Exit Facility on the Closing Date, subject to such other adjustments as agreed with consent of the Debtors, the Required DIP Lenders and the Requisite FLTL Lenders (each as defined in the Plan).

<sup>5</sup> Note to Draft: Sellers to be third party beneficiaries of the Direction Letter, with the right to specifically enforce the Credit Bid and Release.



(120) days following the Closing Date, prepare and deliver to the Sellers a proposed allocation as described in the preceding sentence (the “**Initial Allocation**”). The Parties, for a period of no more than ninety (90) days, shall cooperate in good faith to resolve any disagreements the Sellers may have with the Initial Allocation and agree on a final allocation (the “**Final Allocation**”). The Parties agree to file all Tax Returns (including the filing of IRS Form 8594 with their U.S. federal income Tax Return for the taxable year that includes the date of the Closing) consistent with the Final Allocation unless otherwise required by applicable Law.

### 2.3 Consents to Assign.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Applicable Consent with respect to each Lease and any Assigned Contract that is not a 365 Contract (for which notices regarding 365 Contracts are addressed in Section 6.7) a notice seeking such holder’s consent to the transactions contemplated hereby or as otherwise sufficient to permit the assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding the status of requests for consents made pursuant to this Section 2.3(a).

(b) If the Sellers fail to obtain an Applicable Consent prior to Closing and (i) with respect to any Lease or Assigned Contract that is not a 365 Contract, (A) the failure to obtain such Applicable Consent would under the express terms thereof cause the assignment of the Acquired Interest affected thereby to Buyer or Buyer 2, as applicable, to be void or voidable, (B) the failure to obtain such Applicable Consent would under the express terms thereof permit the termination of such Lease or Assigned Contract under the express terms thereof upon the purported assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement, or (C) the failure to obtain such Applicable Consent would under the express terms thereof permit a party to such Lease or Assigned Contract to impose a financial or other penalty on any Seller, Buyer or Buyer 2 or (ii) with respect to any Lease or Assigned Contract, a party holding such Applicable Consent right has objected to the assignment of the affected Acquired Interest in accordance with the terms of the relevant Applicable Consent right (each Consent as to which clause (i) or (ii) is applicable, a “**Required Consent**”), then, unless the Bankruptcy Court has entered an order approving (or in the case of clause (ii), such objection is resolved to permit) the sale and assignment of the affected Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement without obtaining such Required Consent (and without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Acquired Interests (or portions thereof) affected by such un-obtained Required Consent shall be excluded from the Acquired Interests to be assigned to Buyer or Buyer 2 at Closing (and shall be considered Excluded Assets hereunder) (a “**Delayed Asset**”). In the event that any such Required Consent with respect to any such Delayed Asset (or portion thereof) is obtained during the Post-Closing Consent Period (or if during the Post-Closing Consent Period the Bankruptcy Court enters an order providing that (x) such Required Consent is not required to consummate the sale and assignment of the Delayed Asset to Buyer or Buyer 2, as applicable, pursuant to this Agreement or (y) the Delayed Asset may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the Delayed Asset to



Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent) (in each case of clauses (x) and (y) without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent) then, (1) the Sellers shall so notify Buyer, and (2) on or prior to the tenth (10th) Business Day after the date such Required Consent is obtained or such order referred to above is entered, the Sellers shall assign such Delayed Asset (or portions thereof) that were so excluded as a result of such previously un-obtained Required Consent to Buyer or Buyer 2, as applicable, pursuant to an instrument in substantially the same form as the Assignment, Bill of Sale and Conveyance, or the JV Assignment Agreement (in the case where the Delayed Asset is a Fieldwood U.A. Interest or a JV Interest) (and such Delayed Asset (or portions thereof) shall no longer be considered Excluded Assets hereunder) and Buyer shall assume all Assumed Liabilities with respect thereto. Notwithstanding anything to the contrary in this Agreement, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Assets that is an Other Asset to Buyer, and (B) from and after the Closing, Buyer and the Sellers shall reasonably cooperate in a reasonable arrangement to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, each such Delayed Asset, including enforcement (at Buyer's cost) for the benefit of Buyer or Buyer 2, if applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided, further*, that (i) to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, and (ii) the Sellers shall (or, as to any Delayed Asset that is an Other Asset, at Buyer's request the Sellers shall) sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, promptly after receipt of such Required Consent or the entry of such order referred to above with respect to such Delayed Asset; *provided* that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after such receipt, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining an incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate.

(c) If the Sellers fail to obtain a Consent prior to Closing and such Consent (i) is not a Required Consent or (ii) is a Required Consent and prior to Closing the Bankruptcy Court enters an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not

obtaining such Required Consent), then, in the case of each of clauses (i) and (ii), the Acquired Interests (or portions thereof) subject to such un-obtained Consent shall nevertheless be assigned by the Sellers to Buyer at Closing as part of the Acquired Interests and Buyer shall be deemed to have assumed any and all Liabilities for the failure to obtain any such Consent as part of the Assumed Liabilities hereunder and Buyer shall have no claim against the Sellers from any Liability for the failure to obtain such Consent.

(d) Prior to Closing and until the 365th day after Closing (the “***Post-Closing Consent Period***”), with respect to any un-obtained Required Consents with respect to which the Bankruptcy Court shall not have entered an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Sellers shall use their commercially reasonable efforts to obtain such Required Consents, except that such obligation of the Sellers to use their commercially reasonable efforts to obtain Required Consents shall not apply in respect of any Delayed Asset with respect to which Buyer has made the election in accordance with the final sentence of Section 2.3(b). If Buyer so requests, the Sellers shall be required to make any payments or provide other consideration in order to obtain any such Required Consent (provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Consent (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). Buyer shall use its commercially reasonable efforts (without any obligation to incur any Liability, pay money or provide any other consideration) to assist and cooperate with the Sellers in furtherance of the Sellers’ efforts pursuant to this Section 2.3(d).

(e) The Sellers shall be deemed to have obtained all Consents required in respect of the assumption and/or assignment of any Lease or Assigned Contract if (i) the Sellers have properly served under the Bankruptcy Code notice of assumption and/or assignment on the counterparty to such Lease or Assigned Contract, (ii) any objections to assumption and/or assignment of such Lease or Assigned Contracts filed by such counterparty have been withdrawn or overruled (including pursuant to the Confirmation Order or other order of the Bankruptcy Court), and (iii) pursuant to the Confirmation Order or other order of the Bankruptcy Court, the Sellers are authorized to assume and/or assign such Lease or Assigned Contract to Buyer free and clear of such Consents, in each case without Buyer or Buyer 2, as applicable, being subject to the consequences forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent.

**2.4 Governmental Approvals.** The Sellers and Buyer shall use commercially reasonable efforts to obtain the approval of, or waiver from, each Governmental Authority required, after giving effect to the entry of the Confirmation Order, to permit the assignment of the Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement, in accordance with Sections 6.5(b) and (c). If Buyer so requests, the Sellers shall be required to make any payments or provide any other consideration in order to obtain any Governmental Approval

(provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Governmental Approval (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). If, as of the Closing, any Governmental Approval, other than any Governmental Approval that is required or permitted to be made or obtained after the Closing (and, if permitted, customarily made or obtained after the Closing) (each, an “**Applicable Governmental Approval**”), has not been obtained and, notwithstanding the entry of the Confirmation Order, the failure to have obtained such Applicable Governmental Approval restricts the Sellers’ ability to transfer any Acquired Interest to Buyer or Buyer 2, as applicable, at Closing, then, notwithstanding anything to the contrary herein, (x) (A) without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Acquired Interests (which shall be treated as Delayed Assets, *mutatis mutandis*) and (B) from and after the Closing, (i) the Sellers and Buyer shall reasonably cooperate in a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer’s cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers shall reasonably cooperate with Buyer to obtain such Applicable Governmental Approval, and (iii) subject to the immediately following proviso, the Sellers shall promptly after receipt of the Applicable Governmental Approval with respect to such Delayed Asset, sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, and Buyer or Buyer 2, as applicable, shall accept such conveyance; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after receipt of the Applicable Governmental Approval; *provided* however that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after receipt of the Applicable Governmental Approval, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liabilities as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described under clause (B)(i) shall terminate.

## 2.5 Preferential Rights.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Preferential Right with respect to any Acquired Interest a notice setting forth the information required to satisfy such notice provision for such Preferential Right and requesting a waiver thereof or as otherwise sufficient to permit the assignment of such Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order free and clear of such Preferential Right if such Preferential Right is not validly waived or exercised prior to Closing. The Sellers and Buyer shall agree in good faith on the holders to whom the notices in the preceding sentence shall be sent. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding requests for waivers of Preferential Rights made pursuant to this Section 2.5(a).

(b) If a bona fide Preferential Right with respect to any Acquired Interest is validly exercised prior to the Closing, such Acquired Interest and the related Contracts (solely to the extent related to such Acquired Interest) shall be excluded from the Acquired Interests conveyed to Buyer or Buyer 2, as applicable, at the Closing, the affected Acquired Interest will be deemed to be an Excluded Asset, and the Sellers shall pay over to Buyer all proceeds received for the affected Acquired Interest and related Contracts (or portion thereof) from the Person exercising such Preferential Right.

(c) If prior to Closing (i) any Acquired Interest is burdened by a Preferential Right that has not been validly exercised or waived as of the Closing, regardless of whether the time period for the exercise of such right has expired or (ii) any Person asserts that it is the beneficiary of a Preferential Right with respect to any Acquired Interest and objects to the sale of such Acquired Interest to Buyer pursuant to this Agreement and such objection is not resolved so as to permit the sale and assignment of such Acquired Interest free and clear of such Preferential Right (as applicable to the sale and assignment to Buyer or Buyer 2, as applicable, pursuant to this Agreement) to Buyer or Buyer 2, as applicable (by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction), then, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) at Buyer's option, such Acquired Interest shall be excluded from the Acquired Interests and treated as a Delayed Asset (*mutatis mutandis*), and (B) from and after the Closing, if Buyer so elects, (i) the Sellers and Buyer shall reasonably cooperate to provide a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer's cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers and Buyer shall reasonably cooperate with Buyer to obtain the waiver of the Preferential Right with respect to such Delayed Asset, and (iii) if such asserted Preferential Right is not validly exercised prior to its expiration or waiver, or if the dispute



regarding the Preferential Right affecting such Delayed Asset is resolved by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction, such Delayed Asset, subject to the immediately following proviso, shall be promptly conveyed to Buyer or Buyer 2, as applicable; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after the occurrence of the events in the preceding clause (iii); *provided* that Buyer shall so elect, unless (x) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (y) the Sellers and Buyer mutually agree for Buyer not to so elect; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such election and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate. If, for any reason, such Preferential Right is validly exercised by the holder thereof after the Closing and prior to an election by Buyer for the Sellers to retain such Delayed Asset pursuant to the second proviso in the preceding sentence, the Sellers shall pay over to Buyer all proceeds paid for the affected Acquired Interest by the holder of the relevant Preferential Right.

2.6 [Reserved.]

2.7 Withholding. Buyer and its Affiliates shall be entitled to deduct and withhold, from any amounts payable under this Agreement, amounts required to be deducted and withheld under the Code or any other applicable Law. To the extent any amount is so withheld and paid to the appropriate Governmental Authority pursuant to applicable Law, such withheld amounts shall be treated for all purposes of the Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

2.8 Assets Sold "As Is, Where Is".

(a) BUYER ACKNOWLEDGES AND AGREES THAT THE ACQUIRED INTERESTS SOLD PURSUANT TO THIS AGREEMENT ARE SOLD, CONVEYED, TRANSFERRED AND ASSIGNED ON AN "AS IS, WHERE IS" BASIS "**WITH ALL FAULTS**" AND THAT, EXCEPT AS SET FORTH IN ARTICLE IV OF THIS AGREEMENT AND THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES, TERMS, CONDITIONS, UNDERSTANDINGS OR COLLATERAL AGREEMENTS OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, CONCERNING THE ACQUIRED INTERESTS OR THE CONDITION, DESCRIPTION, QUALITY, USEFULNESS, QUANTITY OR ANY OTHER THING AFFECTING OR RELATING TO THE ACQUIRED INTERESTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE ALSO HEREBY EXPRESSLY DISCLAIMED. BUYER FURTHER ACKNOWLEDGES THAT THE SELLERS HAVE MADE NO AGREEMENT OR PROMISE TO REPAIR OR IMPROVE ANY OF THE ACQUIRED

INTERESTS BEING SOLD TO BUYER, AND THAT BUYER TAKES ALL SUCH ACQUIRED INTERESTS IN THE CONDITION EXISTING ON THE CLOSING DATE (SUBJECT TO SATISFACTION OR WAIVER OF THE CONDITIONS SET FORTH IN ARTICLE VII) “AS IS, WHERE IS” AND “**WITH ALL FAULTS**” AND WITHOUT WARRANTY OF TITLE. NOTHING HEREIN SHALL LIMIT BUYER’S REMEDIES IN THE EVENT OF FRAUD (AS DEFINED IN ANNEX I), EXCEPT THAT BUYER SHALL HAVE NO REMEDY IN THE EVENT OF FRAUD WITH RESPECT TO FIELDWOOD ENERGY I, FW GOM PIPELINE, GOM SHELF OR ANY OF THEIR RESPECTIVE SUBSIDIARIES.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT OR THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.8(a), THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ACQUIRED INTERESTS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ACQUIRED INTERESTS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ACQUIRED INTERESTS, (iv) ANY ESTIMATES OF THE VALUE OF THE ACQUIRED INTERESTS OR FUTURE REVENUES GENERATED BY THE ACQUIRED INTERESTS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ACQUIRED INTERESTS, (vi) THE CONDITION, QUALITY, SUITABILITY OR MARKETABILITY OF THE ACQUIRED INTERESTS, INCLUDING THE MARKETABILITY OF ANY HYDROCARBONS, (vii) THE AVAILABILITY OF GATHERING OR TRANSPORTATION FOR HYDROCARBONS FROM THE ACQUIRED INTERESTS, (viii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF THE SELLERS OR THIRD PARTIES WITH RESPECT TO THE ACQUIRED INTERESTS, AND (ix) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER OR ANY AFFILIATE OF BUYER, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY OR ON BEHALF OF THE SELLERS IS PROVIDED TO BUYER AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT BUYER’S SOLE RISK.

2.9 Presence of Wastes, NORM, Hazardous Substances and Asbestos. BUYER ACKNOWLEDGES THAT THE ACQUIRED INTERESTS HAVE BEEN USED TO EXPLORE FOR, DEVELOP AND PRODUCE HYDROCARBONS, AND THAT SPILLS OF WASTES, CRUDE OIL, PRODUCED WATER, HAZARDOUS SUBSTANCES AND OTHER MATERIALS MAY HAVE OCCURRED THEREON OR THEREFROM. ADDITIONALLY, THE ACQUIRED INTERESTS, INCLUDING PRODUCTION EQUIPMENT, MAY CONTAIN ASBESTOS, HAZARDOUS SUBSTANCES OR NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN

OTHER FORMS, AND NORM-CONTAINING MATERIAL MAY HAVE BEEN BURIED OR OTHERWISE DISPOSED OF ON THE ACQUIRED INTERESTS. SPECIAL PROCEDURES MAY BE REQUIRED FOR REMEDIATION, REMOVING, TRANSPORTING AND DISPOSING OF ASBESTOS, NORM, HAZARDOUS SUBSTANCES AND OTHER MATERIALS FROM THE ACQUIRED INTERESTS.

### ARTICLE III DUE DILIGENCE

#### 3.1 Due Diligence.

(a) From and after the date hereof until the Closing Date, the Sellers shall (i) afford to Buyer and its Representatives (at Buyer's cost) during normal business hours (A) upon the reasonable request of Buyer, reasonable access to and entry upon any specified Field Asset (subject to (1) execution of the Sellers' customary boarding agreement, (2) the terms, conditions and restrictions of agreements that are related to access to such Field Assets and to which any Seller is a party and (3) the consent of any third party operator, as applicable), including execution of agreements required by any third party with respect to access to such Field Assets for the purposes of performing onsite tests, inspections, examinations, investigations, studies and assessments of the Field Assets (including non-invasive environmental assessments of the Field Assets and, subject to the consent of the Sellers (such consent not to be unreasonably withheld, conditioned or delayed) invasive environmental assessments of the Field Assets; *provided*, that prior to conducting any invasive environmental assessments, Buyer and Sellers will cooperate in good faith to enter into a written agreement with respect to the parameters and scope of, allocation of liability with respect to, and rights to information (including samples) arising from, such assessments); and (B) at the offices of each of the Sellers, (1) reasonable access to the Sellers' title records, Leases, Easements, Contracts, environmental and legal materials, books, records, statements and operating data, information relating to the Field Assets (including all land and title records, surveys, abstracts of title, title insurance policies, title opinions, title curative and all lease, contract, division order, marketing, acquisition, correspondence, operations, environmental, insurance, production, accounting, regulatory, Property-Related Tax, Production Tax, Transfer Tax and well records and files) and any other information or documents that are in the possession or control of the Sellers and relate in any way to any Acquired Interests and (2) to the extent permitted in accordance with applicable licensing agreements, the opportunity to review the Field Data, and (ii) instruct the Sellers' representatives to reasonably cooperate with Buyer and its Representatives in their investigation of the Acquired Interests. Notwithstanding anything in this Section 3.1(a) to the contrary, (x) all such information shall be held in confidence by Buyer in accordance with the terms of Section 10.5, and (y) in no event shall the Sellers be obligated to provide (A) access or information in violation of applicable Law, (B) any information the disclosure of which would cause the loss of any legal privilege available to any Seller relating to such information or would cause any Seller to breach a confidentiality obligation to which it is bound; *provided* that the applicable Seller shall use commercially reasonable efforts to provide such information and documents in a manner that does not violate such Law or result in such loss of privilege or breach of obligation, or (C) copies of bids, letters of intent, expressions of interest or other proposals received from other Persons in connection with the transactions contemplated by this Agreement or information and analyses relating to such communications. For the avoidance of doubt, Buyer and its Representatives shall not be permitted to conduct any invasive



environmental investigations without the Sellers' express written consent, which may be withheld by the Sellers in their sole discretion.

(b) No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by any Seller hereunder.

#### ARTICLE IV SELLERS' REPRESENTATIONS

Each Seller represents and warrants to Buyer and Buyer 2, subject to the Disclosure Schedules (subject to Section 12.15), as follows:

4.1 Organization/Qualification. Each Seller is an entity duly formed, validly existing and in good standing under the Laws of the jurisdiction of its organization. Each Seller is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, prevent, materially delay or materially impede the performance by such Seller of its obligations under this Agreement or its consummation of the transactions contemplated by this Agreement. Each Seller has all requisite power and authority required to own and operate its properties (including the Acquired Interests) and to carry on its business as now conducted.

4.2 Power and Authority. Subject to entry of the Confirmation Order and such other authorization as may be required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and the other Ancillary Documents to which it is (or, upon its execution and delivery, will be) a party and perform its obligations under this Agreement and such other Ancillary Documents.

4.3 Non-Contravention. Each Seller's execution, delivery and performance of this Agreement and each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and each Seller's performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of such Seller, Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV or (b) subject to (w) the entry of the Disclosure Statement Order and the Confirmation Order, (x) obtaining or making the Applicable Consents set forth on Schedule 4.8(b) in accordance with Section 2.3, (y) obtaining or making the Governmental Approvals set forth on Schedule 4.7 and (z) obtaining waivers for the Preferential Rights set forth on Schedule 4.8(a) (in the case of each of the preceding clauses (x) and (z), after giving effect to the Confirmation Order), result in (i) a breach of or default under, or give rise to any right of termination, revocation, cancellation or acceleration under, any Permit, Lease, Subject Unit Agreement, Easement, Assigned Contract, credit agreement (excluding the Credit Agreement), note, bond, mortgage, indenture, license or other agreement, document or instrument to which any Seller is a party or by which any Seller or any of the Acquired Interests may be bound, or otherwise result in a loss of any benefit relating to the Acquired Interests, (ii) the creation or imposition of any Encumbrance upon any Acquired Interest other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), or (iii) violate any applicable Law,

except, in the case of the preceding clauses (i) and (ii), as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.4 Authorization and Enforceability. Subject to entry of the Disclosure Statement Order and the Confirmation Order, each Seller has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each Seller of this Agreement and each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary company action on the part of such Seller. Subject to entry of the Disclosure Statement Order and the Confirmation Order, this Agreement and each Ancillary Document to which each Seller is (or, upon its execution and delivery, will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of such Seller and enforceable against such Seller in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.5 Liability for Brokers' Fees. Other than Houlihan Lokey Capital, Inc., there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of any Seller who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

4.6 Litigation. Other than the Bankruptcy Cases or as specified on Schedule 4.6, no Claim (or any basis thereof) by any Governmental Authority or other Person (including expropriation or forfeiture proceedings) nor any legal, administrative or arbitration proceeding (or any basis thereof) is pending or, to the Sellers' Knowledge, threatened against any Acquired Interest or against any Seller relating to any Acquired Interest which, individually or in the aggregate, if determined or resolved adversely in accordance with the plaintiff's demands, (x) to the extent the representation is to the existence of any basis of any Claim or any legal, administrative or arbitration proceeding, would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect and (y) otherwise, would reasonably be expected to be material to the Acquired Interests, individually or taken as a whole, or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

4.7 Governmental Approvals. Except as set forth on Schedule 4.7, no Governmental Approval (other than the Disclosure Statement Order and the Confirmation Order) is required to authorize, or is otherwise required in connection with, (a) any Seller's valid execution and delivery by such Seller of this Agreement or any Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party, (b) any Seller's performance of its obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement or any of the Ancillary Documents.

#### 4.8 Preferential Rights; Applicable Consents.

(a) Except as set forth on Schedule 4.8(a), none of the Acquired Interests is subject to a Preferential Right.

(b) Except as set forth on Schedule 4.8(b), none of the Acquired Interests is subject to an Applicable Consent.

The inclusion of any Acquired Interest on Schedule 4.8 shall not be construed as an admission by Buyer or Sellers that any preferential purchase right or similar right or Consent in any agreement relating to such Acquired Interest (or any express exception thereto contained in such agreement) is (or is not) applicable to the transactions contemplated hereby.

4.9 Taxes. Except as would not result, individually or in the aggregate, in a Material Adverse Effect and except as otherwise set forth on Schedule 4.9, (a) all Tax Returns required to be filed with respect to the Acquired Interests or any Hydrocarbon production therefrom (including Property-Related Taxes and Production Taxes) or by Fieldwood U.A. have been timely filed, and all such Tax Returns are true, complete and correct; (b) the Sellers have adequately accrued in accordance with GAAP, established adequate reserves for the payment of, and will timely pay, all Taxes which arise from or with respect to the Acquired Interests or any Hydrocarbon production therefrom or allocable thereto incurred in or attributable to all Pre-Closing Tax Periods (other than Taxes described in the preceding clause (a)); (c) all Taxes due and owing by the Sellers with respect to the Acquired Interests or any Hydrocarbon production therefrom (including with respect to Property-Related Taxes and Production Taxes) or by Fieldwood U.A. (whether or not shown on any Tax Return) have been paid, and no extension of time within which to file any such Tax Return is in effect; (d) there are no Encumbrances on any Acquired Interest; (e) no audits, investigations, examinations, audits, litigation, Claims or other proceedings are pending, or to the Sellers' Knowledge threatened in writing, against any Seller relating to the payment of Taxes (including Property-Related Taxes and Production Taxes) with respect to any Acquired Interests or with respect to Taxes for which Fieldwood U.A. may be liable; (f) there are no currently proposed or pending adjustments by any Governmental Authority in connection with any Tax Returns of any Seller pertaining to the Acquired Interests or of Fieldwood U.A.; (g) no waiver or extension of any statute of limitations has been granted or requested as to any Tax matter relating to any Acquired Interests or with respect to any Taxes for which Fieldwood U.A. may be liable, in each case, that is still in effect; (h) Fieldwood U.A. will not be required to include any item of income in, or exclude any item of deduction from, taxable income in any taxable period (or portion thereof) after Closing, as a result of any change in method of accounting, closing agreement, installment sale or receipt of any prepaid amount outside of the ordinary course of business, in each case, made or entered into prior to Closing; (i) no Governmental Authority responsible for the administration or imposition of Taxes in any jurisdiction in which a Seller or any of its Affiliates (in respect of the Acquired Interests) or Fieldwood U.A. has not filed a Tax Return has asserted in writing that such Seller, any of its Affiliates, or Fieldwood U.A., as the case may be, is subject to Tax or required to file a Tax Return in that jurisdiction; (j) Fieldwood U.A. has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other third party; (k) Fieldwood U.A. has not been a member of any Company Group; (l) none of the Sellers or Fieldwood U.A. has engaged in a "*listed transaction*" within the meaning of Treasury Regulations Section 1.6011-

4(b); (m) the Acquired Interests are not subject to, for federal income tax purposes, a partnership between any Seller and any other Person for which a partnership income tax return is required to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code (other than a partnership for which an election to be excluded from such provisions is in effect pursuant to the provisions of Section 761 of the Code and the regulations thereunder); (n) Fieldwood U.A. is not, and does not own (directly or indirectly) stock or a warrant in, a corporation that is (or was at any time during the course of such ownership) a passive foreign investment company, as defined in Section 1297 of the Code; (o) Fieldwood U.A. is not a party to or bound by any Tax Sharing Agreement; and (p) **Schedule 4.9(p)** lists (A) the entity classification of Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes, as of the date hereof and as of the Closing Date, and (B) each entity classification election and change in entity classification that has been made under Treasury Regulations Section 301.7701-3 with respect to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes.

4.10 **Well Status.** Except as set forth on **Exhibit C**, (a) the Sellers are the operators of that portion of the Lease(s) covering all Scheduled Wells; (b) all Wells that are not currently producing Hydrocarbons in paying quantities have been plugged, abandoned and decommissioned, and all related salvage, site clearance and surface restoration and decommissioning operations have been completed, in accordance with all applicable Laws in all material respects; (c) no Scheduled Well has been permanently, or is currently temporarily, plugged and abandoned; and (d) there is no Well in respect of which any Seller or any of its Affiliates has received an order from any Governmental Authority requiring that such Well be plugged and abandoned (or re-plugged), other than a Well for which such plugging and abandonment (or re-plugging) requirements have been completely satisfied. All Wells that have not been plugged, abandoned and decommissioned are listed on **Exhibit C**.

4.11 **Compliance with Laws; Permits.** Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Lease (or portion thereof), Subject Unit or Easement, is in compliance, and since January 1, 2018 has at all times complied, with all applicable Laws and all Permits necessary or required in each case in connection with the ownership and, with respect to each Acquired Interest operated by a Seller, operation of the Acquired Interests, including the Leases, Subject Units, Easements and Wells and the production, marketing and disposition of Hydrocarbons therefrom; and (b) with respect to each Acquired Interest, the Sellers and, to the Sellers' Knowledge, each Third Person operator of such Acquired Interest, if applicable, has all Permits necessary or required in connection with the ownership and operation of such Acquired Interest, and all such Permits are in full force and effect. Since January 1, 2018, no Seller has received written notice from any Governmental Authority that any applicable Law or Permit has been violated or not complied with by any Seller. With respect to Suspense Funds, each Seller is in compliance with applicable Laws in all material respects. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, Fieldwood U.A. and the Mexico JV are in compliance with applicable Laws. Other than the Bankruptcy Cases, there is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against any Seller, Fieldwood U.A. or the Mexico JV that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All Permits held by the Sellers that relate to the Assets are valid and in full force and effect and no Seller is in

default under or in violation of any such Permit, except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.12 Environmental Matters. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect or as set forth on **Schedule 4.12**, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Acquired Interest, if applicable, has all Permits required under Environmental Laws in connection with the ownership and operation of the Acquired Interests, including the Field Assets, the production, marketing and disposition of Hydrocarbons therefrom and the ownership and use of the Office Assets and all such Permits are in full force and effect; (b) no Seller has received, and to the Sellers' Knowledge no Third Person operator has received, any written notice of violation, assessment or incident of non-compliance or other communication that alleges any actual or potential non-compliance with or Liability under any Environmental Law or Permit required under Environmental Laws in connection with ownership or operations of the Acquired Interests, including the Field Assets and Office Assets; (c) no investigation, proceedings or other Claims resulting from any Environmental Law or Permit required under Environmental Laws is pending, or to the Sellers' Knowledge threatened in writing, against any Asset, (d) the Assets are in compliance in all respects with all applicable Environmental Laws, and (e) there has been no Release under or from any Asset or, to the Sellers' Knowledge, at any asset or property formerly owned, leased or operated by, or otherwise arising from the operations of any Seller or any of its Affiliates or predecessors, in violation of, or in a manner reasonably expected to give rise to Liability under, Environmental Laws or any Permit required under Environmental Laws. The Sellers have made available to Buyer, in written or electronic format, all environmental site assessments, studies and analyses in the possession or control of any Seller addressing potentially material Losses, Claims or obligations pertaining to Environmental Contaminants or Environmental Law in relation to the Acquired Interests.

4.13 Payments. Except (x) as set forth on **Schedule 4.13** and (y) for the Suspense Funds listed on **Schedule 4.20**, each Seller has timely (a) paid all Lease Burdens due in respect of Hydrocarbons produced from or allocable to any Acquired Interests payable by the Sellers, (b) reported to applicable Governmental Authorities, to the extent required by applicable Law, Hydrocarbons produced from or allocable to any Lease, Subject Unit or Well required to be reported by the Sellers, and (c) paid all amounts owing by such Seller under any Easement or with respect to any Office Asset, except, in the case of this clause (c), as would not be reasonably expected to result, individually or in the aggregate, in a Material Adverse Effect. No Seller has received written notice of any Claim that has not been resolved claiming that such Seller's disbursement of Lease Burdens or reporting of Hydrocarbon production with respect to the Acquired Interests is inaccurate, other than Claims relating to disbursements or reporting that are not, in the aggregate, material to the Acquired Interests taken as a whole.

#### 4.14 Material Contracts.

(a) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Material Contracts. Except as set forth on **Schedule 4.14**, no Seller has delegated or otherwise transferred to any third party any of its material rights or obligations with respect to any Assigned Contract. Except as set forth on **Schedule 4.14**, no Seller is a party to or



bound by any of the following Contracts (other than any Contract that is an Excluded Asset or Retained Liability) (each, a “**Material Contract**”):

(i) any Contract (excluding any purchase orders entered into in the ordinary course of business) relating to or used in connection with any Acquired Interest that could reasonably be expected to provide for either (A) annual payments by, or revenues to, the Sellers of \$5,000,000 or more or (B) aggregate payments by, or revenues to, the Sellers of \$10,000,000 or more;

(ii) any Subject Unit Agreement;

(iii) any Hydrocarbon purchase and sale, exchange, marketing, compression, fractionation, drilling, completion, gathering, transportation, processing, production handling, refining, treatment, storage, handling, chemicals, construction or similar Contract, in each case, that is not terminable by the Sellers without penalty on thirty (30) days’ or less notice;

(iv) any Contract to acquire, sell, lease, develop or otherwise dispose of or encumber any interest in any of the Acquired Interests after the Closing Date (other than sales of Hydrocarbons in the ordinary course of business);

(v) any Contract with any individual person acting as an independent contractor or consultant which includes payment for services to such person in excess of \$500,000 annually;

(vi) any Contract relating to or used in connection with any Acquired Interests that limits the freedom of any Seller to engage in any line of business or in any area or to compete with any Person or which would so limit the freedom of Buyer or any of its Affiliates after the Closing Date, including any noncompetition agreement, area of mutual interest or other agreement;

(vii) any Contract providing for any call upon, option to purchase, or similar rights with respect to the Acquired Interests or to the production therefrom or the processing thereof, or that is a dedication of production;

(viii) any Contract relating to or used in connection with any Acquired Interest that constitutes an operating agreement, exploration agreement, joint development agreement, farmin agreement, plugging and abandonment agreement, balancing agreement, platform use agreement, farmout agreement, partnership agreement, participation agreement, joint venture agreement, or similar Contract;

(ix) any Contract relating to or used in connection with any Acquired Interest involving any resolution or settlement or any actual or threatened Claim which imposes material continuing obligations on any Seller will not have been fully performed prior to the Closing Date;

(x) any Contract relating to or used in connection with any Acquired Interest that requires the posting of a security deposit, letter of credit, performance bond or surety;

(xi) any Contract relating to or used in connection with any Acquired Interest that is a seismic, engineering, geological or other geophysical acquisition agreement or license;

(xii) any Contract pursuant to which a Seller (A) grants to a third party any license, right to use or covenant not to sue under any Owned Intellectual Property or (B) is granted by a third party any license, right to use or covenant not to sue under any Intellectual Property (excluding from clause (B), (x) licenses for commercial off-the-shelf software that are generally available on non-discriminatory pricing terms which have an aggregate annual cost of \$50,000 or less and (y) the licenses and agreements listed on **Exhibit F**);

(xiii) any lease or sublease for any personal property included in the Acquired Interests providing for annual rentals of \$250,000 or more;

(xiv) any lease or sublease of real property; and

(xv) any Contract by which any Seller is obligated by virtue of a take or pay payment, advance payment, production payment or other similar payment or commitment, to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Sellers' aggregate interest in the Assets at some future time without receiving payment therefor at or after the time of delivery.

(b) Each Material Contract is in full force and effect and a valid and binding obligation of the Seller(s) party thereto and, to the Sellers' Knowledge, the other parties thereto, in accordance with its terms and conditions, except as such validity and enforceability may be limited by (i) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, (ii) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (iii) the obligation to pay Cure Costs. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any Material Contract or would cause the acceleration of any right or obligation of any Seller or, to the Sellers' Knowledge, any other party thereto or the creation of an Encumbrance upon any Acquired Interest, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Seller nor, to the Sellers' Knowledge, any other party to any Material Contract has given written notice of any action to terminate, cancel, rescind, repudiate or procure a judicial reformation of any such Material Contract or any provision thereof.

(c) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Leases and Easements. Except as set forth on **Schedule 4.14(c)**, no Seller is a party to or bound by any Lease or Easement (other than any Lease or Easement that is an Excluded Asset or Retained Liability).



4.15 Imbalances; Prepayments. Except as set forth on Schedule 4.15, as of the Execution Date, (x) no Seller has a Claim constituting an Acquired Interest and (y) no Seller is subject to any Liability constituting an Assumed Liability, with respect to any Imbalance.

4.16 AFEs; Cash Calls. Except as set forth on Schedule 4.16(a), no authorities for expenditure or other commitments to make capital expenditures relating to any Acquired Interest for which the Sellers' liability is in excess of \$200,000 is outstanding. Except as set forth on Schedule 4.16(b), no cash calls or payments due from any Seller under the terms of the Assigned Contracts or otherwise relating to the Acquired Interests are past due by more than thirty (30) days (excluding amounts being disputed in good faith).

4.17 Labor and Employment Matters.

(a) The Sellers have provided the Ad Hoc Group of Secured Lenders Advisors (as defined in the Plan), on a confidential basis and for professional eyes only, with a true and complete list of the following information for all employees of the Sellers and of each of their Affiliates (such employees from time to time, and whether or not listed, the "***Seller Employees***"), including name, title, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, and current annual bonus opportunity (such list, the "***Employee List***"), which list may not be shared with any debt or equity holders of Buyer. In addition, the Sellers have provided Buyer with the Employee List, but excluding each Seller Employee's name and title, which can be shared with Buyer's debt and equity holders, the DIP Lenders (as such term is defined in the Plan) and the FLTL Lenders (as such term is defined in the Plan).

(b) The Sellers and each of their Affiliates are, and for the last three (3) years, have been, in compliance in all material respects with applicable Laws relating to labor and employment, including those relating to worker classification, labor management relations, wages and hours (including classification of independent contractors and exempt and non-exempt employees), overtime, collective bargaining, unemployment, workers' compensation, equal employment opportunity, discrimination, civil rights, affirmative action, work authorization, immigration, safety and health, continuation coverage under group health plans, information privacy and security and payment of withholding of taxes and social security.

(c) For the last three (3) years, (i), no allegations of sexual harassment or other sexual misconduct have been made against any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, (ii) there are and have been no actions pending or, to the Sellers' Knowledge, threatened in writing related to any allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, and (iii) neither the Sellers nor any of their Affiliates have entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates.

(d) There are no collective bargaining agreements to which any Seller or any Affiliate of any Seller is a party relating to any Seller Employee and, to the Sellers' Knowledge,

threatened. No application for certification of a collective bargaining agent involving any Seller and any Seller Employee is pending. With respect to the Seller Employees, there are no (i) strikes, slowdowns, picketing or work stoppage by any Seller Employee pending or, to the Sellers' Knowledge, threatened or (ii) except as would not reasonably be expected to result in a material Liability, unfair labor practice charges or other employment or labor complaints pending or, to the Sellers' Knowledge, threatened in writing against any Seller or any of their Affiliates before the National Labor Relations Board or any other Governmental Authority or any current union representation questions involving any current or former employees or independent contractors of any Seller or any of their Affiliates.

#### 4.18 Employee Benefits.

(a) **Schedule 4.18** sets forth a true and complete list of each material (i) deferred compensation plan, (ii) incentive compensation plan, (iii) equity compensation plan, (iv) “*welfare*” plan, fund or program (within the meaning of Section 3(1) of ERISA), (v) “*pension*” plan, fund or program (within the meaning of Section 3(2) of ERISA), (vi) “*employee benefit plan*” (within the meaning of Section 3(3) of ERISA), (vii) employment (other than offer letters entered into in the ordinary course of business that do not provide for severance, transaction or retention bonuses or any guaranteed payments), termination, severance or “*change in control*” agreement and (viii) other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by any Seller or by any trade or business, whether or not incorporated, that together with any Seller would be deemed a “*single employer*” within the meaning of Section 4001(b) of ERISA (an “*ERISA Affiliate*”), or to which any Seller or any ERISA Affiliate is party, for the benefit of any Seller Employee (each an “*Employee Plan*”). Each Employee Plan that Buyer or one of its Affiliates shall assume as of the Closing will be so noted on **Schedule 4.18** (each an “*Assumed Employee Plan*”).

(b) None of the Sellers nor any of their Affiliates or ERISA Affiliates (nor any predecessor of any such entity) sponsors, maintains, administers or contributes to (or has any obligation to contribute to), or has in the past six (6) years sponsored, maintained, administered or contributed to (or had any obligation to contribute to), or has or is reasonably expected to have any direct or indirect Liability with respect to, any plan subject to Title IV of ERISA, including any “*multiemployer plan*” (as defined in Section 3(37) of ERISA or any plan described in Section 413 of the Code). No Assumed Employee Plan is a multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA).

(c) Each Assumed Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or opinion, is entitled to rely on an opinion letter from the IRS or has applied to the IRS for such a letter within the applicable remedial amendment period or such period has not expired and, to the Sellers' Knowledge, no circumstances exist that would reasonably be expected to result in the loss of such qualification.

(d) No Assumed Employee Plan provides for any post-employment or post-retirement medical, dental, disability, hospitalization, life or similar benefits (whether insured or

self-insured) to any current or former employee of the Sellers (other than coverage mandated by applicable Law, including COBRA).

(e) Each Employee Plan has been maintained, funded and administered in compliance with its terms and all applicable Law, including ERISA and the Code, except where the failure to be so operated would not reasonably be expected to result in a material Liability. There is no action, suit, investigation, audit, proceeding or claim (other than routine claims for benefits) pending against or, to the Sellers' Knowledge, threatened against or involving any Employee Plan before any court or arbitrator or any Governmental Authority, including the IRS, the Department of Labor or the Pension Benefit Guaranty Corporation, that would reasonably be expected to result in a material Liability.

(f) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will (i) entitle any current or former employee or independent contractor to any material payment or benefit, including any bonus, retention, severance, retirement or job security payment or benefit, (ii) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other obligation under, any Employee Plan with respect to any current or former employee or independent contractor or (iii) result in the payment of any amount that would subject any current or former employee or independent contractor to excise taxes under Section 4999 of the Code.

4.19 Non-Consent Operations. Except as set forth on Schedule 4.19, no operations are being conducted or have been conducted on any Field Assets with respect to which any Seller has elected, or been deemed, to be a non-consenting party under the applicable operating agreement and with respect to which all of such Seller's rights have not yet reverted to it.

4.20 Suspense Funds. Schedule 4.20 sets forth the amount of all Suspense Funds as of the date set forth therein.

4.21 Payout Balances. To the Sellers' Knowledge, Schedule 4.21 contains a list of the estimated status of any "payout" balance (on a gross Working Interest basis for all Working Interest owners affected thereby), as of the date set forth on such Schedule, for each Well, Lease or Subject Unit that is subject to a reversion or other adjustment at some level of cost recovery or payout.

#### 4.22 Title to Acquired Interests.

(a) The Sellers: (i) with respect to each Lease listed on Exhibit A, hold pursuant to such Lease a valid interest in all or a portion of the oil and gas interests leased pursuant to such Lease, (ii) with respect to each Easement listed on Exhibit B, have a valid easement or other limited property interest in such Easement and (iii) with respect to each Well listed on Exhibit C, hold pursuant to one or more of the Leases a valid interest in all or a portion of the oil and gas produced from such Well, in each case, free and clear of any Encumbrances (other than (x) Permitted Encumbrances and (y) as would not be material to such Acquired Interest). For the avoidance of doubt, the Sellers do not make any representations or warranties pursuant to the preceding sentence with respect to holding any specific net revenue interest or working interest in

any of the Wells or Leases. Except for the Encumbrances described on **Schedule 4.22**, the Sellers have good and valid title to all Acquired Interests other than the Wells, Leases, Easements and Subject Units, and are the record and beneficial owners of the Fieldwood U.A. Interests and the JV Interests, in each case free and clear of any Encumbrances and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Fieldwood U.A. Interests or the JV Interests), other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), in each case except as would not be material to such Acquired Interest.

(b) No Affiliate of Fieldwood that is not a Seller owns any asset, property or right that is an Acquired Interest or would have been an Acquired Interest if such Affiliate had been a Seller hereunder.

(c) The Acquired Interests constitute all of the property and assets used or held for use in the business of the Sellers as it relates to the ownership and operation of the Leases and are adequate to conduct the business of the Sellers as it relates to the ownership and operation of the Leases as currently conducted.

(d) Except as set forth on **Schedule 4.22(d)**, no Seller or any of its Affiliates owns any real property.

4.23 **Insurance.** **Schedule 4.23** sets forth a true and complete list of all policies of insurance held by or maintained by the Sellers or any of their Affiliates related to any Acquired Interests or the Seller Employees, including the type of policy, the limits of the coverage and any deductible or self-retention limit with respect thereto. Such policies of insurance are in full force and effect. Except as set forth on **Schedule 4.23**, no Seller has received, since January 1, 2020, any written notice from any insurer under any insurance policy applicable to the Acquired Interests or the Seller Employees disclaiming or limiting coverage with respect to any particular material claim or such policy in general or canceling or amending any such policy. All premiums payable under all such insurance policies have been timely paid and each Seller has otherwise complied in all material respects with the terms and conditions of all such insurance policies. To the Knowledge of the Sellers, no termination of, material non-ordinary course premium increase with respect to, or material alteration of coverage under, any of such policies or bonds has been threatened.

4.24 **Related Party Transactions.** Except as set forth on **Schedule 4.24**, (a) there are no Assigned Contracts by and between any Seller and (i) any Affiliates of, or holder of five percent (5%) or more of the equity of, any Seller, (ii) any director or officer of any Seller or of any Person referenced in clause (i), or (iii) any “*associate*” or “*immediate family*” member (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934) of any Person referenced in clause (i) or (ii) (the Persons referenced in clauses (i), (ii) and (iii) collectively, the “***Seller Related Parties***”) and (b) no Seller has otherwise entered into any transactions or other arrangements with any Seller Related Parties that will be binding on Buyer or the Acquired Interests after the Closing Date.

4.25 Intellectual Property.

(a) **Schedule 4.25(a)** contains a true and complete list of each of the issuances, registrations and applications for issuance or registration included in the Owned Intellectual Property, specifying as to each such item, as applicable, (i) the owner of such item, (ii) each jurisdiction in which such item is issued or registered or in which any application for issuance or registration has been filed, (iii) the respective issuance, registration and/or application number of such item and (iv) the date of application and issuance or registration of such item.

(b) The Sellers are the sole and exclusive owners of all Owned Intellectual Property, in each case free and clear of any Encumbrance (except Permitted Encumbrances). The Sellers own or have a valid and enforceable license or other right to use all Transferred Intellectual Property, and the Transferred Intellectual Property is all of the Intellectual Property (except Trademarks) necessary for the conduct of, or used or held for use in, the business of the Sellers as it relates to the Acquired Interests as currently conducted.

(c) There exist no restrictions on the Sellers' disclosure, use, license or transfer of the Owned Intellectual Property, and the consummation of the transactions contemplated by this Agreement will not alter, encumber, impair or extinguish any Owned Intellectual Property or the Sellers' rights under any material Licensed Intellectual Property or impair the right of the Sellers to develop, use, sell, license or otherwise dispose of, or to bring any action for the infringement, misappropriation or other violation of, any Owned Intellectual Property.

(d) The Sellers have not infringed, misappropriated or otherwise violated any Intellectual Property of any Person. There is no Claim pending or threatened in writing, in each case, against any Seller (i) challenging or seeking to deny or restrict, the rights of any Seller in any of the Transferred Intellectual Property, (ii) alleging that any Transferred Intellectual Property is invalid or unenforceable, (iii) alleging that the use of any of the Transferred Intellectual Property or any services provided, processes used or products manufactured, used, imported or sold by any Seller, misappropriate, infringe or otherwise violate any Intellectual Property of any Person or (iv) otherwise alleging that any Seller has infringed, misappropriated or otherwise violated any Intellectual Property of any Person.

(e) The Sellers have taken commercially reasonable steps to maintain, enforce and protect the Owned Intellectual Property. None of the issuances or registrations included in the Owned Intellectual Property has been adjudged invalid or unenforceable in whole or part, all issuances and registrations included in the Owned Intellectual Property are valid, enforceable, in full force and effect and subsisting, and all registration, maintenance and renewal fees applicable to such issuances and registrations that are currently due have been paid and all documents and certificates related to such items and required to be filed with the relevant Governmental Authority for the purposes of maintaining such items have been filed with the relevant Governmental Authority.

(f) To the Sellers' Knowledge, no Person has infringed, misappropriated or otherwise violated any material Owned Intellectual Property. The Sellers have taken commercially reasonable steps in accordance with normal industry practice to maintain the confidentiality of all material Owned Intellectual Property the value of which to any of the Sellers is contingent upon



maintaining the confidentiality thereof and no such material Owned Intellectual Property has been disclosed other than to employees, representatives, agents or partners of the Sellers or any other Persons, in each case, who are bound by written and enforceable confidentiality agreements.

(g) The Sellers have appropriate procedures in place designed to provide that all material Intellectual Property conceived or developed by employees performing their duties for any Seller, and by Third Persons performing research and development for any Seller, have been assigned to such Seller, as applicable. To the extent that any material Owned Intellectual Property has been developed or created by any Third Persons (including any current or former employee) for any Seller, such Seller has a written agreement with such Third Persons with respect thereto, which provides that such Seller either (i) has obtained ownership of and is the sole and exclusive owner of or (ii) has obtained a valid right to exploit, sufficient for the conduct of its business as it relates to the Acquired Interests, as currently conducted, such material Owned Intellectual Property.

(h) The Seller IT Assets operate and perform in a manner that permits each Seller to conduct its business as it relates to the Acquired Interests as currently conducted, and the Sellers have taken commercially reasonable actions, consistent with current industry standards, to protect the integrity and security of the Seller IT Assets (and the confidentiality and security of all information and transactions stored or contained therein or transmitted thereby) against unauthorized use, access, interruption, modification or corruption, including the implementation of commercially reasonable (i) data backup, (ii) disaster avoidance and recovery procedures, (iii) business continuity procedures and (iv) encryption and other security protocol technology. There has been no unauthorized use, access, interruption, modification or corruption of any Seller IT Assets that had a material adverse impact on the Sellers.

(i) The Sellers have at all times materially complied with all applicable Laws, policies, procedures and contractual and all other obligations governing the collection, use, storage, processing, disclosure, protection, or security of Personal Information collected, used, stored, transferred or processed by or on behalf of any Seller (collectively, the “**Data Obligations**”). There has been no material loss, theft, security breach or unauthorized or unlawful disclosure or acquisition of any such Personal Information. No Claim has been asserted or, to the Sellers’ Knowledge, threatened in writing, in each case, against any Seller alleging a violation of any Data Obligation. For purposes of this Section 4.25(b), “**Personal Information**” means, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information”) provided by applicable Law, all information that identifies or can reasonably be used to identify an individual person.

**4.26 Undue Influence.** In the past five (5) years, in connection with the ownership or operation of the business of the Sellers as it relates to the Acquired Interests, neither any Seller nor, to the Sellers’ Knowledge, any director, officer, agent, employee or Affiliate, in each case, of any Seller, has taken any action, directly or indirectly, with respect to the business of the Sellers as it relates to the Acquired Interests that would result in a material violation of the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder (the “**FCPA**”) or any anti-corruption or anti-bribery laws, export control laws or sanctions issued or promulgated by any Governmental Authority. In the past five (5) years, each Seller, and, to the Sellers’ Knowledge, their respective Affiliates, have conducted the business of the Sellers as it relates to the Acquired Interests in



compliance with the FCPA and all anti-corruption and anti-bribery laws, export control laws and sanctions issued or promulgated by any Governmental Authority in all material respects.

4.27 No Undisclosed Material Liabilities. Except as set forth on **Schedule 4.27**, there are no Liabilities of or relating to the business of the Sellers as it relates to the ownership or operation of the Acquired Interests that would constitute Assumed Liabilities (without taking into account any modifications requested by Sellers to the Co-Owned Assets, Other Assets or Assumed Liabilities after the Execution Date) that would be required by GAAP to be disclosed on financial statements of the Sellers as of the Execution Date, other than Liabilities (a) reflected or disclosed in the consolidated balance sheet of the Sellers for the fiscal quarter ended September 30, 2020 ("**Balance Sheet Date**"), (b) incurred in the ordinary course of business since the Balance Sheet Date (excluding any breaches of Law or any Lease, Easement or Contract), (c) disclosed in any materials filed with the Bankruptcy Court prior to the Execution Date in connection with the Bankruptcy Cases, (d) set forth on the Disclosure Schedules or (e) that are not material, individually or in the aggregate, to the Acquired Interests.

4.28 Absence of Certain Changes.

(a) Since the Balance Sheet date through the Execution Date, (i) except as authorized by the Bankruptcy Court prior to the date hereof, including as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date through the date hereof, the Acquired Interests have been owned and operated in the ordinary course of business in all material respects and (ii) except as disclosed on the Financial Statements, there has not been a Material Adverse Effect.

(b) From January 1, 2020 through the Execution Date, except as set forth on **Schedule 4.28(b)**, or as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date, the Sellers have not: (A) purchased or otherwise acquired any material properties or assets (tangible or intangible) that constitute Acquired Interests or sold, leased, licensed, transferred, abandoned or otherwise disposed of any material assets that would otherwise have constituted Acquired Interests, except for (x) purchases of materials, and sales of Hydrocarbons and surplus inventory, in each case, in the ordinary course of business and (y) purchases or sales not contemplated by the preceding clause (x) that involved consideration of less than \$5,000,000 individually, and \$10,000,000 in the aggregate, (B) removed any material Inventory or other Acquired Interests from any of the properties or facilities that will transfer to Buyer as a result of the transactions contemplated hereby, other than in the ordinary course of business or (C) suffered any damage or destruction to or loss of any Acquired Interest whether or not covered by insurance where the value of such damage, destruction or loss (measured by cost to the Sellers of repairing or replacing the applicable Acquired Interest) was greater than \$1,000,000.

4.29 Equipment and Fixed Assets. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, all Inventory is in good operating condition and state of repair for the purposes for which they are used by the Sellers in the operation of its business, normal wear and tear excepted.

4.30 Operatorship. The Sellers have not received written notice of any vote to have the Sellers removed as the named operator of any of the Field Assets for which any Seller is currently designated as the operator and for which such vote is pending as of the Execution Date. From September 30, 2013 through the Execution Date, no Seller has been removed as the named operator of any material Field Asset.

4.31 Joint Venture.

(a) Fieldwood U.A. is an entity duly formed and validly existing under the Laws of the Netherlands. To the Sellers' Knowledge, (i) Fieldwood Mexico is an entity duly formed and validly existing under the Laws of the Netherlands and (ii) each of the Subsidiaries of Fieldwood Mexico is an entity duly formed and validly existing under the Laws of its jurisdiction of incorporation. Fieldwood U.A. is, and, to the Sellers' Knowledge, the Mexico JV is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Fieldwood U.A. has, and, to the Sellers' Knowledge, the Mexico JV has all requisite power and authority required to own and operate their properties and to carry on their business as now conducted.

(b) Prior to the date hereof, the Sellers have made available to Buyer all organizational documents and equity holder, stockholder, operating, membership, voting and other similar agreements of or relating to Fieldwood U.A. and, to the Sellers' Knowledge, the Mexico JV (the "**Organizational Documents**"). None of any Seller or, to the Sellers' Knowledge, any other Person, is in material breach of any Organizational Document. Other than the Organizational Documents, there are no agreements to which any Seller is a party with respect to the voting of any JV Interests or Fieldwood U.A. Interests or which restrict the transfer of any JV Interests or Fieldwood U.A. Interests.

(c) To the Sellers' Knowledge, Fieldwood Mexico has the following Subsidiaries, each of which are incorporated in Mexico: (1) Fieldwood Energy de Mexico, S. de R.L. de C.V.; (2) Fieldwood Energy E&P Mexico, S. de R.L. de C.V.; and (3) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. To the Sellers' Knowledge, as of the Execution Date, the equity interests of: (i) Fieldwood Mexico consists of (A) class A shares, (B) class B shares and (C) class D shares, (ii) Fieldwood Energy de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*), (iii) Fieldwood Energy E&P Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) and (iv) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) (the equity interests of the Mexico JV collectively, the "**JV Shares**"). The equity interests of Fieldwood Mexico and each of its Subsidiaries that are held by the Sellers are listed on **Schedule 4.31(c)**. To the Sellers' Knowledge, (x) the equity interests of Fieldwood Mexico, and (y) the issued and outstanding JV Shares are held of record by the Persons listed on **Schedule 4.31(c)**.

(d) The outstanding equity interests of Fieldwood U.A., as of the Execution Date, consist of the Fieldwood U.A. Interests, and are held of record by the Persons listed on **Schedule 4.31(d)**.

(e) All of the issued and outstanding Fieldwood U.A. Interests and, to the Sellers' Knowledge, JV Interests have been duly authorized and validly issued, and are fully paid and nonassessable and were not issued in violation of any rights of first refusal, preemptive rights or similar rights. Except as set forth on **Schedule 4.31(c)** and **Schedule 4.31(d)**, (i) all of the outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. are held by Fieldwood Offshore LLC and Fieldwood, (ii) there are no outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico J.V. and (iii) there are no outstanding options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, "***phantom***" equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV is or may become obligated to (i) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of the Mexico JV or Fieldwood U.A., or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of the Mexico JV or Fieldwood U.A., or (ii) redeem, purchase or otherwise acquire any outstanding securities of the Mexico JV or Fieldwood U.A.

(f) Fieldwood U.A. has no employees. Fieldwood U.A. has (i) no assets other than the JV Interests held by Fieldwood U.A. and (ii) except as set forth on **Schedule 4.31(f)**, no non *de minimis* Liabilities other than those Liabilities incident to the ownership of the JV Interests held by Fieldwood U.A. (but not any Liabilities with respect to any breach of Law or Contract with respect to the ownership of such JV Interests).

4.32 **Plan of Merger.** The FWE I Oil and Gas Properties (excluding the assets listed on Exhibit I-K of the Plan of Merger) include solely "Legacy Apache Properties" (as such term is defined in the Apache Term Sheet (as such term is defined in the Restructuring Support Agreement)) and no other asset. As of the Execution Date, there is no asset listed on Exhibit I-K of the Plan of Merger that is related to, used or held for use in connection with or held as inventory in connection with, any Lease, Easement or Well listed on **Exhibit A**, **Exhibit B** or **Exhibit C**.

4.33 **Exhibit X-1.** **Exhibit X-1** sets forth an estimate of estimated Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, which was prepared at the direction of the Sellers. To the Sellers' Knowledge, when prepared in February 2021, the information in **Exhibit X-1** reflected a reasonable estimate of Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, subject to (a) the assumptions described therein and (b) omission of liabilities for accrued payroll. To the Sellers' Knowledge, (x) the Fieldwood Energy I Closing Accounts Receivable do not include or exclude assets that would have resulted in a material deviation of the net amount of the Working Capital Assets described in **Exhibit X-1** if such assets had been estimated and reflected in **Exhibit X-1** when prepared and (y) the Fieldwood Energy I Closing Accounts Payable do not include or exclude liabilities that would have resulted in a material deviation of the net amount of the Working Capital Liabilities described in **Exhibit X-1** if such liabilities had been estimated and reflected in **Exhibit X-1** when prepared (assuming that all, or substantially all, pre-petition payables are excluded from the calculation of Fieldwood Energy I Closing Accounts Payable as

obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, including by being paid as Cure Costs), in the case of each of clause (x) and clause (y), after taking into account duplication between the accounts described in **Exhibit X-1** and in the definitions of Working Capital Assets and Working Capital Liabilities, on the one hand, and Fieldwood Energy I Closing Accounts Receivable and Fieldwood Energy I Closing Accounts Payable, on the other hand.

## ARTICLE V BUYERS' REPRESENTATIONS

Each of Buyer and Buyer 2 represents and warrants to the Sellers, subject to the Disclosure Schedules (subject to Section 12.15), as follows:

### 5.1 Organization; Standing; Capitalization.

(a) At the date hereof, each of Buyer and Buyer 2 is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Buyer and Buyer 2 has all requisite power and authority and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) At the Closing, (i) all of the issued and outstanding **[membership interests]** of Buyer are held by [\_\_\_\_], a [\_\_\_\_] ("**Buyer Intermediate**"), (ii) all of the issued and outstanding **[membership interests]** of Buyer 2 are held by Buyer, (iii) all of the issued and outstanding **[membership interests]** of Buyer Intermediate are held by [\_\_\_\_], a [\_\_\_\_] ("**Buyer Parent**") and (iv) all of the issued and outstanding **[membership interests]** of Buyer Parent are held by [\_\_\_\_], a [\_\_\_\_] ("**Buyer Grandparent**").<sup>6</sup>

(c) At the Closing, except as set forth on Schedule 5.1(c), the authorized and issued equity interests of Buyer Grandparent (the "**Buyer Grandparent Equity Interests**") shall consist solely of (i) the New Equity Interests to be issued pursuant to Section 4.4(a)(i) of the Plan, (ii) the Subscription Rights (including any New Equity Interests issued in connection with the exercise thereof), (iii) Backstop Commitment Premium Equity Interests (as defined in the Plan), (iv) the GUC Warrants, (v) the SLTL Warrants and (vi) the New Money Warrants, in each case, issued pursuant to, and in accordance with, the Plan. At the Closing, all of the issued and outstanding Buyer Grandparent Equity Interests, and all of the membership interests of Buyer Parent, Buyer, Buyer 2 and Buyer Intermediate, will have been duly authorized and validly issued, and will be fully paid and nonassessable and not issued in violation of any rights of first refusal, preemptive rights or similar rights. As of the Closing Date, except as set forth in Section 5.1(b) and the first sentence of this Section 5.1(c), there are no issued and outstanding (i) securities or other similar ownership interests of any class or type of or in Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or (ii) options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, "**phantom**" equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent is or may become obligated to (A) issue, deliver,

<sup>6</sup> Note to Draft: To be confirmed prior to signing.

transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent, or (B) redeem, purchase or otherwise acquire any outstanding securities of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent.<sup>7</sup>

(d) As of immediately following the Closing, the only Liabilities of Buyer, Buyer 2, Buyer Intermediate and Buyer Parent will be: (x) liabilities under the Exit Facilities (as defined in the Plan), (y) in the case of Buyer and Buyer 2, the Assumed Liabilities and (z) Liabilities incurred in connection with this Agreement or any of the Ancillary Documents or any of the transactions contemplated hereunder or thereunder (including with respect to any surety bonds).

5.2 Power. Each of Buyer and Buyer 2 has the requisite power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party and perform its obligations under this Agreement and such Ancillary Documents.

5.3 Non-Contravention. Buyer's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of Buyer or (b) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer. Buyer 2's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer 2 is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (x) conflict with or result in a breach of any provisions of the organizational documents of Buyer 2 or (y) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer 2.

5.4 Authorization and Enforceability. Each of Buyer and Buyer 2 has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each of Buyer and Buyer 2 of this Agreement and each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary organizational action of Buyer and Buyer 2, as applicable. This Agreement and each Ancillary Document to which Buyer and Buyer 2 is (or, upon its execution and delivery will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of Buyer and Buyer 2, as applicable, and enforceable against Buyer and Buyer 2, as applicable, in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles

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<sup>7</sup> Note to Draft: To be confirmed prior to signing.



of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.5 Liability for Brokers' Fees. Other than Rothschild & Co. US Inc. and Intrepid Partners, LLC, who have been retained by the Ad Hoc Group of Secured Lenders (as defined in the Plan), there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer or Buyer 2 who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

5.6 Litigation. Neither any Claim by any Governmental Authority or other Person nor any legal, administrative or arbitration proceeding is pending or, to Buyer's Knowledge, threatened against Buyer or Buyer 2 which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

5.7 Governmental and Third Person Consents. Except as set forth on Schedule 5.7 no Governmental Approval is required to authorize, or is otherwise required in connection with, (a) Buyer's or Buyer 2's valid execution and delivery of this Agreement or any Ancillary Document to which Buyer or Buyer 2 is (or, upon its execution and delivery, will be) a party, (b) Buyer's or Buyer 2's performance of their respective obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement and the Ancillary Documents.

5.8 Financial Capability. At or prior to the Closing, Buyer has provided to the Sellers a true and complete copy of the [Direction Letter.]<sup>8</sup>

5.9 Qualification. At the Closing, Buyer will have met the BOEM Qualifications.

5.10 Bankruptcy. There are no bankruptcy, reorganization, receivership or arrangement proceedings pending against or to Buyer's Knowledge, threatened against Buyer or Buyer 2.

5.11 Investor Status; Investigation.

(a) To the extent any Acquired Interests constitute securities, the Acquired Interests are being acquired by Buyer and Buyer 2 for investment purposes only, for Buyer's and Buyer 2's own account and not with a view to, or for resale in connection with, any distribution thereof in violation of the 1933 Act.

(b) Each of Buyer and Buyer 2 acknowledges that, to the extent any Acquired Interests constitute securities, the sale of the Acquired Interests has not been registered under the 1933 Act or any state or foreign securities laws and that the Acquired Interests, to the extent constituting securities, may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the 1933 Act and

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<sup>8</sup> Note to Draft: Subject to Agent feedback (i.e., whether 1 letter or 2 letters).



registered under any applicable state or foreign securities laws or pursuant to an exemption from registration under the 1933 Act and any applicable state or foreign securities laws.

(c) Each of Buyer and Buyer 2 has such expertise, knowledge and sophistication in financial and business matters generally that it is capable of evaluating, and has evaluated, the merits and economic risks of its investment in the Acquired Interests. Each of Buyer and Buyer 2 is knowledgeable of the oil and gas business and of the usual and customary practices of oil and gas producers, including those in the areas where the Acquired Interests are located. Further, each of Buyer and Buyer 2 is capable of making such investigation, inspection, review and evaluation of the Acquired Interests as a prudent purchaser would deem appropriate under the circumstances including with respect to all matters relating to the Acquired Interests, their value, operation and suitability.

(d) Each of Buyer and Buyer 2 has had the opportunity to examine all aspects of the Acquired Interests that Buyer and Buyer 2 have deemed relevant and has had access to all information requested by Buyer or Buyer 2 with respect to the Acquired Interests in order to enter into this Agreement. In connection with the transactions contemplated hereby, each of Buyer and Buyer 2 has had the opportunity to ask such questions of, and has received sufficient answers from, the representatives of the Sellers and obtain such additional information about the Acquired Interests as each of Buyer and Buyer 2 deems necessary to enter into this Agreement.

(e) Each of Buyer and Buyer 2 confirms, acknowledges and agrees that Buyer and Buyer 2, as applicable, is relying entirely upon the representations and warranties of the Sellers in this Agreement, any certificates delivered hereunder and any Ancillary Document, as well as Buyer's and Buyer 2's own investigations and inspections of the books, records and assets of the Sellers, including the Acquired Interests, prior to the execution of this Agreement in entering into this Agreement and proceeding with the transactions on the terms as set forth herein. Each of Buyer and Buyer 2 acknowledges and agrees that, other than the express representations and warranties of the Sellers set forth in Article IV, in the certificates delivered by the Sellers at Closing, or any Ancillary Document, any description of the Sellers, their businesses, operations and assets (including the Acquired Interests) in this Agreement, the Disclosure Schedules or any Ancillary Document is for the sole purpose of identification only and no representation, warranty or condition is or will be given by the Sellers in respect of the accuracy of any description. In deciding to enter into this Agreement, and to consummate the transactions contemplated hereby, other than the express representations and warranties of the Sellers set forth in Article IV, any certificates delivered hereunder and any Ancillary Document, each of Buyer and Buyer 2 has relied solely upon its own knowledge, investigation, judgment and analysis and not on any other disclosure or representation made by the Sellers or the Sellers' representatives. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

5.12 No Other Representations. No Seller nor any other Person (on behalf of any Seller or otherwise) has made or is making any representation or warranty whatsoever, express or implied, at law or in equity, with respect to the Sellers, the Acquired Interests, this Agreement or the transactions contemplated by this Agreement other than the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules), the certificates

delivered hereunder or any Ancillary Document, and neither Buyer nor Buyer 2 is relying on and has not relied on any representation or warranty other than those representations or warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document and any reliance by Buyer or Buyer 2 on any representation or warranty other than those representations and warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document is hereby expressly disclaimed. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

## ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Covenants and Agreements of the Sellers. The Sellers covenant and agree that, during the Interim Period (or, if earlier, until termination of this Agreement), except (u) as otherwise expressly required under this Agreement or any Ancillary Document, (v) as required by any applicable Law or Governmental Authority (including the Bankruptcy Code, the Bankruptcy Court and any actions required to be taken (or not taken) by the Sellers in order to comply with any orders of the Bankruptcy Court), (w) to the extent related solely to Excluded Assets and/or Retained Liabilities, (x) for renewal of insurance coverage in the ordinary course of business, (y) for emergency operations to address any emergency that threatens human life, safety or the environment; *provided* that the Sellers will provide notice to Buyer of any such emergency operation prior to taking such action if practicable and, otherwise, as soon as reasonably practicable thereafter or (z) otherwise with Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed):

(a) except as set forth on Schedule 6.1(a), each Seller shall and shall cause its Affiliates to:

(i) carry on the business of the Sellers as it relates to the Acquired Interests in the ordinary course of business consistent with past practice and use commercially reasonable efforts to maintain, preserve and protect the Acquired Interests in the condition in which they exist on the Execution Date, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business consistent with past practice;

(ii) maintain and operate as a reasonably prudent operator in the ordinary course of business the Field Assets operated by the Sellers as of the Execution Date and maintain the Office Assets as a reasonably prudent lessee and owner;

(iii) use commercially reasonable efforts to maintain their relationships with, and preserve for the business of the Sellers as it relates to the Acquired Interests, and preserve the goodwill of, their key suppliers and customers; *provided, however*, that (x) this clause (iii) will not restrict the Sellers from taking any action deemed necessary, prudent or advisable in the business judgment of the Sellers in connection with the Bankruptcy Cases, including with respect to any claim of any suppliers or customers of the Sellers that is subject to the Bankruptcy Cases, and (y) prior to taking any action (other

than such action required by the Plan or an order of the Bankruptcy Court) outside the ordinary course of business that the Sellers reasonably believe will adversely affect their relationships with their key suppliers and customers, the Sellers will consult with Buyer prior to taking any such action;

(iv) pay or cause to be paid, when due, all Taxes, Lease Burdens and development and operating expenses and other payments, in each case consistent with past practice, except (A) royalties held in suspense in good faith and (B) expenses or royalties being contested in good faith;

(v) maintain its books, accounts and records consistent with past practice;

(vi) pay all post-petition trade payables and use commercially reasonable efforts to collect accounts receivable, as they related to the Acquired Interests after the Petition Date, in each case in the ordinary course of business consistent with past practice but, in the case of post-petition trade payables, in no event later than the due date thereof, unless being disputed in good faith (but, for the avoidance of doubt, subject to applicable orders of the Bankruptcy Court);

(vii) provide Buyer (promptly but in no event later than three (3) Business Days after the Sellers' receipt thereof) with copies of any written notice received from any Third Person with respect to (A) any proposed operations on any Field Asset or (B) any Claim relating to any Acquired Interests (in the case of each of clauses (A) and (B), where the Sellers' Liability (or potential Liability) is in excess of \$1,000,000);

(viii) provide Buyer with copies of any material correspondence received from any Governmental Authority with respect to any Acquired Interests as soon as reasonably practicable, but in no event later than two (2) Business Days after the Sellers' receipt thereof; and

(ix) within ten (10) Business Days following the execution of this Agreement, deliver to Buyer a true and complete list of the names, titles, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, current annual bonus opportunity for all Seller Employees, which list shall be updated not less than ten (10) Business Days prior to the Closing to reflect the hiring, resignation or termination of any Seller Employee; and

(b) except as set forth on Schedule 6.1(b), each Seller shall not and shall cause its Affiliates not to:

(i) modify in any material respect its now existing credit, collection or payment policies, procedures or practices as they relate to the Acquired Interests, including accelerating collections of receivables or failing to pay or delaying payment of payables in a manner inconsistent with its now existing practices;

(ii) remove any Acquired Interest from any real property or other location of the Sellers' business such that such Acquired Interest is no longer located within any property of the Sellers' business that is an Acquired Interest, except for sales of inventory in the ordinary course of business;

(iii) subject to, and without limiting, the Sellers' rights pursuant to Section 6.4, transfer, convey, sell, abandon or otherwise dispose of any material Acquired Interests (other than sales of Hydrocarbons in the ordinary course of business consistent with past practice) or any interest in any of the Leases;

(iv) create any Encumbrance on any Acquired Interests other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) or Encumbrances that will be released prior to Closing (including if released pursuant to the Confirmation Order);

(v) commence, propose, commit or agree to participate in any single operation with respect to any Field Asset with an anticipated cost in excess of \$1,000,000;

(vi) amend, modify, renew or terminate any Material Contract or enter into any Contract that would be an Material Contract if it existed on the date hereof if such Material Contract would be an Assigned Contract;

(vii) (A) hire any officers or other senior executive employees or terminate any such officer or employee (other than for "cause"); or (B) except in the ordinary course of business consistent with past practice, hire any other employees or terminate any such other employee (other than for "cause");

(viii) (A) increase the annual rate of base salary or any target bonus opportunity of any Seller Employee, except in the ordinary course of business consistent with past practice and not in excess of 3% for any Seller Employee; (B) pay any bonus, benefit, or other direct or indirect incentive compensation (other than any such payments authorized pursuant to any first or second day orders in the Bankruptcy Cases); (C) award any equity or equity-based compensation awards (whether phantom or equity) with respect to the equity of any Seller or any of its Affiliates; (D) modify, amend or terminate any Employee Plan; (E) enter into or modify any employment, compensation, severance, non-competition, or similar Contract (or amend any such Contract) to which any Seller or any of its Affiliates is a party; or (F) adopt any new severance pay, termination pay, deferred compensation, bonus, or other employee benefit plan, agreement, program, practice, arrangement or policy with respect to Seller Employees that would be an Employee Plan if it existed on the date hereof (including any employment agreement, severance agreement, change in control agreement, or transaction or retention bonus agreements), except, in the case of each of clauses (A) through (F), (1) to the extent set forth in any order of the Bankruptcy Court or as required by applicable Law; or (2) to the extent required pursuant to the terms of any Employee Plan, as in effect on the date hereof;

(ix) relinquish its position as operator to any Person other than Buyer or Buyer 2 with respect to any Acquired Interest operated by the Sellers;

(x) waive, release, settle or compromise any material Claim or proceeding relating to any Acquired Interest;

(xi) subject to, and without limiting, the Sellers' rights pursuant to Section 6.4, enter into any merger or divisive merger, or liquidate or dissolve;

(xii) sell, lease, license (except for non-exclusive licenses granted in the ordinary course of business) or otherwise transfer or dispose of, abandon or permit to lapse, fail to take any action necessary to maintain, enforce or protect, or create or incur any Encumbrance (other than Permitted Encumbrances) on, any material Owned Intellectual Property;

(xiii) cause or allow any of its current directors and officers liability, property or casualty insurance policies that apply to any of the Acquired Interests or that apply to the business of the Sellers as it relates to the Acquired Interests to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect;

(xiv) make, change or revoke any material Tax election in respect of the Acquired Interests, settle or otherwise compromise any claim relating to Taxes of Fieldwood U.A. or with respect to the Acquired Interests, enter into any closing agreement or similar agreement relating to Taxes of Fieldwood U.A. or the Acquired Interests, surrender any right to claim a Tax refund, offset or other reduction in Tax Liability of Fieldwood U.A. or with respect to the Acquired Interests, or request any ruling or similar guidance with respect to Taxes of Fieldwood U.A. or with respect to the Acquired Interests; or

(xv) enter into any Contract or other commitment to take, or authorize the taking of or resolve to take, any actions prohibited by this Section 6.1(b).

6.2 Casualty Event. The Sellers shall give Buyer prompt written notice of any Casualty Event that occurs with respect to any Acquired Interest during the Interim Period, together with a description of the applicable insurance coverage and an estimate of the Sellers' exposure with respect to such Casualty Event. If the damaged or taken Acquired Interest is not repaired or replaced on or before the Closing Date, the Sellers shall provide to Buyer an assignment of all of the Sellers' right, title and interest in and to all insurance proceeds and recoveries from Third Persons payable, in each case with respect to the Acquired Interest damaged or taken as the result of such Casualty Event.

6.3 Press Releases. Except as required in the Bankruptcy Cases or by applicable Law (a) each Party shall consult with the other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement and (b) no Party shall issue any press release or make any such public statement before obtaining the other Party's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. To the extent such release or public statement is required by Law, the Party intending to make such



release or public statement (i) shall give the other Party the opportunity (within reasonable time before any applicable deadline) to review and comment upon such release or public statement and (ii) shall consider in good faith all reasonable comments thereto received sufficiently in advance of any applicable deadline.

#### 6.4 Solicitation; Other Offers.

(a) Each of Buyer and Buyer 2 acknowledges and agrees that from and after the Execution Date through entry of the Confirmation Order, the Sellers may take any action (including entering into any agreement or letter-of-intent with respect thereto) to cause, promote, assist with or enter into an Alternative Transaction.

(b) Without limiting the foregoing, the Sellers may, directly or indirectly through its Representatives, (i) engage in discussions and negotiations regarding an Alternative Transaction with any one or more Third Persons as potential bidders (each, an “**Alternative Bidder**”) in connection with the solicitation of one or more proposals relating to an Alternative Transaction and (ii) furnish to any Alternative Bidder who has signed a confidentiality agreement and has made a request therefor any public or non-public information relating to the Sellers and afford to any such Alternative Bidder access to any properties, Acquired Interests, books or records of the Sellers or the business of the Sellers; *provided* that the Sellers shall not actively solicit proposals relating to an Alternative Transaction unless the failure to do so would be contrary to or inconsistent with applicable fiduciary duties.

#### 6.5 Regulatory Matters; Cooperation.

(a) The Sellers, on one hand, and Buyer, on the other hand, shall cooperate, and reasonably determine upon the advice of counsel (which, in the case of Buyer, may be Davis Polk & Wardwell LLP as counsel to the Required Lenders) within fifteen (15) Business Days of the Execution Date, other than the notifications required to be filed under the HSR Act, any notifications, filings, consents, clearances, waivers, waiting periods and approvals, if any, required under any applicable Antitrust Law in connection with the transactions contemplated by this Agreement (including by any persons that will hold, directly or indirectly, any equity interest in Buyer as of or immediately after the Closing) (the “**Foreign Antitrust Approvals**”). Subject to Section 6.5(c), as soon as reasonably practicable (and, in any event, within ten (10) Business Days, or a later date as agreed by the Parties) after the Execution Date, the Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications required to be filed under the HSR Act with the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice and any Foreign Antitrust Approvals, and request early termination of the waiting periods applicable to such notifications. Subject to Section 6.5(c), Buyer, on the one hand, and the Sellers, on the other hand, shall promptly respond to any requests for additional information or documentary materials in connection with such filings and shall take all commercially reasonable actions necessary to cause the waiting periods applicable to such notifications to terminate or expire at the earliest practicable date after the date of filing. The Sellers shall be responsible for payment of the applicable filing fee under the HSR Act or Foreign Antitrust Approvals, and each Party shall be responsible for any other payment of its own respective costs and expenses incurred by such Party (including



attorneys' fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(b) Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to obtain, at the earliest practicable date, all necessary Governmental Approvals and all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities and any change in control requirements relating to any consent decrees, decisions, judgments, settlements, consent orders, stipulations, decrees or similar orders relating to the Acquired Interests, if any), in each case for the consummation of the transactions contemplated by this Agreement and the Ancillary Documents, and use its reasonable best efforts to avoid any Claim by any Governmental Authority relating to the transactions contemplated by this Agreement and the Ancillary Documents. Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, in addition to such actions, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to (i) take all acts necessary in connection with meeting with any Governmental Authority regarding the transferring of the Permits included in the Acquired Interests and (ii) execute and deliver any additional instruments reasonably necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

(c) The Sellers, on the one hand, and Buyer, on the other hand, (i) to the extent permissible, shall promptly inform each other of any material communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval by any Governmental Authority and (ii) to the extent permissible, shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, none of the Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless, to the extent permissible, such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Party the opportunity to attend and participate thereat, in each case to the maximum extent reasonably practicable. Subject to restrictions under any Law, each of Buyer, on the one hand, and the Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Acquired Interests) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require Buyer or the Sellers, or any of their respective Affiliates to (and none of any Seller or any of its Affiliates shall, without the prior written consent of Buyer), in performing their respective obligations under this Section 6.5, (i)

enter into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby, (ii) divest or otherwise hold separate (including by establishing a trust or otherwise), or take any other action (or otherwise agree to do any of the foregoing) with respect to the Acquired Interests or any assets or business of Buyer or any of its Affiliates or (iii) defend any Claim relating to the transactions contemplated by this Agreement or any Ancillary Document, except, in the case of each of clauses (i) through (iii), actions expressly contemplated to be taken by the Sellers in accordance with the Plan.

(d) Notwithstanding anything to the contrary contained in this Agreement, Buyer shall (or shall through its Representatives), on behalf of the Parties, control and lead all communications and strategy relating to the Antitrust Laws (*provided* that the Sellers are not constrained from complying with applicable Law), *provided*, further, that the Parties shall consult and cooperate with one another, and consider in good faith the views of one another, regarding the form and content of any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either Party in connection with proceedings under or relating to any Antitrust Law prior to their submission.

#### 6.6 Bankruptcy Court Matters.

(a) Qualified Bids. Subject to the terms of the Disclosure Statement Order, if one or more Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) is received by the Sellers on or before the Bid Deadline (as such term is defined in the Disclosure Statement Order), no later than three (3) Business Days after the Bid Deadline (as such term is defined in the Disclosure Statement Order), the Sellers shall file with the Bankruptcy Court a notice of receipt of such Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) and the Sellers' proposed procedures for selecting the highest or otherwise best bid, including, but not limited to, any procedures for submitting revised bids and/or holding an auction to the extent the Sellers determine holding an auction will maximize value to the Sellers' estate.

(b) Confirmation Order. The Sellers and Buyer shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of a Confirmation Order by no later than the Confirmation Outside Date. The Confirmation Order shall be in form and substance acceptable to the Sellers and Buyer. The Sellers acknowledge and agree, and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities and Encumbrances of, against or created by the Sellers or their bankruptcy estates, shall be fully released from and with respect to the Acquired Interests, which shall be transferred to Buyer free and clear of all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities and Buyer shall at Closing be required to assume the Assumed Liabilities as set forth hereunder. The Sellers and Buyer covenant and agree that if the Confirmation Order is entered, they will pursue the transactions contemplated by the Confirmation Order and in this Agreement. The Sellers shall use commercially reasonable efforts to cause the Confirmation Order to provide either that (a) the Sellers have complied with the requirements of any applicable Law relating to bulk sales and transfer or (b) compliance with applicable Law relating to bulk sales and transfers is not necessary or appropriate under the

circumstances. Buyer agrees that it will take commercially reasonable efforts to take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Confirmation Order.

(c) Reasonable Efforts. The Sellers shall use commercially reasonable efforts to (i) obtain entry of the Disclosure Statement Order, (ii) promptly commence solicitation on the Plan upon entry of the Disclosure Statement Order, and (iii) (A) facilitate the solicitation, confirmation and consummation of the Plan and the transactions contemplated hereby, (B) obtain entry of the Confirmation Order and (C) consummate the Plan.

(d) Bankruptcy Filings.

(i) During the Interim Period, the Sellers shall deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby at least two (2) Business Days prior to the date when the Sellers intend to file any such pleading or other document (*provided*, that if delivery of such motions, orders or materials (other than the Plan, the disclosure statement, a disclosure statement order, the Confirmation Order or adequate protection order) at least two (2) Business Days in advance is not reasonably practicable, such motion, order or material shall be delivered as soon as reasonably practicable prior to filing) for Buyer's prior review and comment, and the Sellers shall consult in good faith with Buyer regarding the form and substance of such filings to the extent they are related to the Acquired Interests, any Assumed Liabilities or the transactions contemplated hereby, including any of Buyer's rights or obligations hereunder. The Parties shall use commercially reasonable efforts to consult and cooperate regarding (i) any such pleadings, motions, notices, statements, schedules, applications, reports or other papers, (ii) any discovery taken in connection with seeking entry of the Confirmation Order (including any depositions) and (iii) any hearings relating to the Confirmation Order, including the submission of any evidence, including witness testimony, in connection with such hearing. The Sellers agree to diligently prosecute the entry of the Confirmation Order as provided herein. During the Interim Period (subject to Section 6.4), the Sellers shall not take any action that is intended to (or is reasonably likely to), or fail to take any action the intent (or reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Confirmation Order, or this Agreement.

(ii) In the event the entry of the Disclosure Statement Order, the Confirmation Order, or any other order reasonably necessary in connection with the transactions contemplated by this Agreement is appealed, the Sellers shall use commercially reasonable efforts to defend such appeal.

(e) Cooperation with Plan Administrator. In accordance with the terms of the Plan, the Parties agree that they shall use commercially reasonable efforts to cooperate with the Plan Administrator (as defined in the Plan) and each other, in relation to the Parties' respective activities and obligations under the Plan, including by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort.

## 6.7 Assumption and Assignment of Contracts.

(a) No later than twenty eight (28) days prior to the Designation Deadline, the Sellers shall provide to Buyer a list of all 365 Contracts and the Sellers' good faith estimate of Cure Costs associated with each such 365 Contract (the "**365 Schedule**"). The Sellers may amend or supplement the 365 Schedule from time to time to add or remove any 365 Contract inadvertently included or excluded from such 365 Schedule or to amend, based on the Sellers' good faith calculation of the Cure Costs, any proposed Cure Costs set forth in such 365 Schedule and shall provide Buyer written notice thereof. No later than fourteen (14) days prior to the Designation Deadline, Buyer shall designate in writing which 365 Contracts from the 365 Schedule Buyer desires to be assumed by the Sellers and assigned to Buyer (collectively, and as further modified by Buyer pursuant to the provisions of this Section 6.7, the "**Assigned 365 Contracts**" and Buyer's designated list of Assigned 365 Contracts, the "**Assigned 365 Contracts List**").

(b) Promptly following the receipt of Buyer's initial designation of the Assigned 365 Contracts pursuant to Section 6.7(a) (to the extent not previously filed) and by no later than the Designation Deadline, the Sellers shall file the Assigned 365 Contracts List with the Bankruptcy Court and deliver a written notice of the proposed assignments of the Assigned 365 Contracts and the proposed Cure Costs for each Assigned 365 Contract (consistent with the Sellers' good faith estimates set forth on the 365 Schedule) to all non-debtor parties of the Assigned 365 Contracts, which notice shall notify each non-debtor party to such Assigned 365 Contract of (i) the proposed Cure Cost for such Assigned 365 Contract and (ii) an objection deadline for such non-debtor party to object to the proposed assumption and assignment and proposed Cure Cost.

(c) Notwithstanding anything herein to the contrary, Buyer may, from time to time, in its sole discretion revise the Assigned 365 Contracts List at any time prior to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing (or such other time as agreed in writing between the Sellers and the applicable counterparty to a 365 Contract) (the "**Designation Deadline**") by (x) subtracting therefrom any Assigned 365 Contract, and any 365 Contract so removed shall no longer be considered Assigned 365 Contracts for purposes of this Agreement or (y) adding thereto any 365 Contract, and any 365 Contract so added will be an Assigned 365 Contract for the purposes of this Agreement; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing. The Sellers shall promptly file on the docket in the Bankruptcy Cases and serve on the affected non-Debtor counterparty(ies) a notice of any actions taken by Buyer pursuant to the preceding sentence pursuant to and in accordance with the Disclosure Statement Order. Subject to the preceding sentences, all 365 Contracts of the Sellers that are listed on the 365 Schedule and which Buyer does not designate in writing for assumption and assignment shall not be considered Assigned 365 Contracts or Acquired Interests and shall automatically be deemed "**Excluded Contracts**;" *provided, however*, that Buyer may not exclude from the Assigned 365 Contracts any 365 Contract that is set forth on Schedule 6.7(g).

(d) Each of each Seller and Buyer, as applicable, shall use commercially reasonable efforts to assign or cause to be assigned, the Assigned 365 Contracts to Buyer, including, if necessary, taking all actions required by the Bankruptcy Court to obtain a Final Order containing a finding that the proposed assumption and assignment of the Assigned 365 Contract to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code. If the Sellers are successful in effecting such assumption as of or before the Closing, such Lease, Easement or Contract shall become an Assigned 365 Contract and transferred and conveyed to Buyer.

(e) On the Closing Date, immediately following payment by Buyer of the Cash Portion, the Sellers shall pay all undisputed Cure Costs with respect to the Assigned 365 Contracts.

(f) Buyer shall provide adequate assurance of future performance of all of the Assigned 365 Contracts so that all Assigned 365 Contracts can be assumed by the Sellers and assigned to Buyer at the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement, and Buyer acknowledges that such cooperation may require Buyer to provide reasonably necessary information regarding Buyer and its Subsidiaries, as well as a commitment of performance by Buyer and/or its Subsidiaries with respect to the Assigned 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Assigned 365 Contracts, and the Sellers' obligation to assume and assign such Assigned 365 Contracts is subject to Buyer providing such adequate assurance of future performance.

(g) Notwithstanding anything in this Agreement to the contrary, including Section 6.7(c) above, the Contracts set forth on Schedule 6.7(g) shall at all times constitute Assigned 365 Contracts and shall be assigned to Buyer at the Closing.<sup>9</sup>

(h) Notwithstanding anything to the contrary in this Agreement, no Seller (i) shall agree to, settle or compromise any dispute with respect to, the amount of Cure Costs in respect of any Assigned 365 Contract without the prior written approval of Buyer in its sole discretion or (ii) shall, without the prior written consent of Buyer in its sole discretion, reject or move to reject (A) any 365 Contracts prior to the Designation Deadline or (B) any Assigned 365 Contract (whether before or after the Designation Deadline).

(i) Notwithstanding anything in this Section 6.7 to the contrary, Buyer may not, except with the prior written consent of the Sellers, designate any 365 Contract as an Assigned 365 Contract to the extent that such 365 Contract is identified on Exhibit I-F of the Plan of Merger (except to the extent constituting Applicable Shared Asset Interests).

## 6.8 Employee Matters.

(a) Offers and Terms of Employment. All Seller Employees (including those on leave of absence or disability) identified by the Sellers on the updated list provided pursuant to Section 6.1(a)(vii) shall be offered employment by Buyer or its Affiliate no later than five (5) days prior to the Closing Date, in each case, such employment to be effective as of the Closing Date;

<sup>9</sup> Note to Draft: Schedule 6.7(g) to include the McCarroll agreements and, subject to Buyer's review of Schedule 6.7(g), any agreements related to the Co-Owned Assets that are required to be conveyed in connection with the assignment of the Co-Owned Assets.



*provided, however*, that neither Buyer nor any of its Affiliates shall be required to make an offer of employment to any Section 6.8 Employee unless Buyer and Seller mutually agree that Buyer shall offer employment to such Section 6.8 Employee. Each offer of employment made by Buyer or its Affiliates to a Seller Employee, as applicable, shall be effective as of the Closing Date and shall contain terms and conditions of employment substantially comparable in the aggregate to the terms and conditions of employment provided by the Sellers immediately prior to the Closing Date with respect to such Seller Employee, *provided* each such offer shall include (i) at least the same level of base salary or wage rate (based on pre-COVID-19 salary or wage rate without regard to any reduction), (ii) for substantially all such Seller Employees, at least the same annual cash incentive compensation opportunity and (iii) substantially similar employee benefits. For purposes of this Agreement, any individual who becomes employed by Buyer in accordance with this Section 6.8 is referred to as a “**Transferred Employee**.”

(b) Liabilities. Effective as of the Closing, (i) Buyer shall, or shall cause an Affiliate of Buyer to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the employment or services, or termination of employment services, of any Transferred Employee, accrued and unpaid bonuses, accrued and unused vacation, sick days and paid time off and any workers’ compensation claims against any Seller or its Affiliates, irrespective of when such claims are made (and Buyer shall or shall cause an Affiliate of Buyer to pay the applicable Transferred Employees the unpaid portion of any Transferred Employee’s accrued annual bonus for the calendar year in which the Closing occurs at the time such bonuses are paid to such Transferred Employees in the ordinary course consistent with past practice) and (ii) the Sellers shall, or shall cause their Affiliates to assign to Buyer, and Buyer shall, or shall cause an Affiliate of Buyer, to assume, (A) sponsorship of the Fieldwood Energy Health & Welfare Benefit Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy Health & Welfare Benefit Plan, and Buyer shall be, or shall cause an Affiliate to be, responsible for all claims whenever incurred under the Fieldwood Energy Health & Welfare Benefit Plan, including any claims incurred prior to the Closing but not yet reported and any claims reported prior to Closing but which have not yet been processed, (B) sponsorship of the Fieldwood Energy LLC 401(k) Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy LLC 401(k) Plan, and (C) each other Assumed Employee Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of each Assumed Employee Plan; *provided* that except as otherwise set forth in Section 6.8(c), in no event shall Buyer or any of its Affiliates assume any Liabilities relating to bonuses, severance or workers’ compensation claims for any current or former employee of any Seller or any of its Affiliates other than a Transferred Employee and all such Liabilities shall be Retained Liabilities.

(c) Severance. With respect to any Seller Employee who Sellers and Buyer mutually agree shall not be offered employment by Buyer and who shall not become a Transferred Employee, Sellers shall provide severance payments (subject to executing a general employment release in favor of Sellers and Buyer) in such amount as mutually determined by Sellers and Buyer, which amount shall in no event exceed two (2) months of base salary (“**Employee Severance**”). Employee Severance shall be paid by Sellers to each such Seller Employee in the ordinary course through the Closing. Buyer shall, and shall cause its Affiliates to, be liable for and provide to each



such Seller Employee any portion of the unpaid Employee Severance that otherwise becomes due and payable following the Closing.

(d) Credit for Service. Buyer shall, and shall cause its Affiliates to, credit Transferred Employees for service earned on and prior to the Closing Date with the Sellers and their Affiliates or predecessors to the extent that such service would be credited pursuant to the applicable Employee Plan, in addition to service earned with Buyer and its Affiliates on or after the Closing Date to the extent that service is relevant for purposes of eligibility, vesting, paid-leave entitlement or the calculation of benefits under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date, but not for the purposes of benefit accrual under any defined benefit pension plan; *provided, however*, that nothing herein shall result in a duplication of benefits with respect to the Transferred Employees.

(e) Pre-existing Conditions; Coordination. Buyer shall, and shall cause its Affiliates to, waive any pre-existing condition or actively at work limitations, evidence of insurability and waiting periods for the Transferred Employees and their eligible spouses and dependents under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date. Buyer shall, and shall cause its Affiliates to credit for purposes of determining and satisfying annual deductibles, co-insurance, co-pays, out-of-pocket limits and other applicable limits under the comparable health plans and arrangements offered to Transferred Employees, deductibles, co-insurance, co-pays and out-of-pocket expenses paid by Transferred Employees and their respective spouses and dependents under the Sellers or any of their respective Affiliates' health plans in the calendar year in which the Closing Date occurs.

(f) Accrued Vacation. Buyer or its Affiliates shall provide each Transferred Employee with credit for the same number of vacation, sick days and personal days such Transferred Employee has accrued but not used in the calendar year in which the Closing Date occurs; *provided*, that to the extent required by applicable Law, such amount shall be paid by Buyer or its Affiliates to the applicable Transferred Employee in cash. In the event that a Transferred Employee is unable to use such carried over vacation and sick days within the calendar year in which the Closing Date occurs, Buyer or its Affiliates shall allow such Transferred Employee to carry over such vacation and sick days to be used in the subsequent calendar year solely to the extent that such Transferred Employee would have had the same right to carry over such vacation and sick days pursuant to the policies of the Seller or its Subsidiaries as of the date hereof.

(g) COBRA. On the Closing Date, the Sellers and their Affiliates shall cease to provide health and welfare coverage to each Seller Employee and his or her covered dependents and beneficiaries, and Buyer or its Affiliate shall commence providing such coverage to Transferred Employees and his or her covered dependents and beneficiaries. Buyer and its "buying group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-2(c)) shall be solely responsible for providing continuation coverage under COBRA to those individuals who are or become M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.490B-9, Q&A-4(a)) with respect to the transactions contemplated by this Agreement. Buyer and its Affiliates shall provide coverage required by COBRA to Transferred Employees and their eligible

dependents or beneficiaries under group health plans maintained by Buyer or an Affiliate of Buyer with respect to qualifying events occurring on and after the Closing Date.

(h) Tax Reporting. Buyer shall adopt the “*alternate procedure*” for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53. Under this procedure, Buyer as the successor employer shall provide Forms W-2 to Transferred Employees reflecting all wages paid and Taxes withheld with respect to such Transferred Employees for the calendar year in which the Closing Date occurs. The Sellers as the predecessor employer shall have no employment tax reporting responsibilities for the Transferred Employees following the Closing Date. Buyer shall also adopt the “*alternate procedure*” of Revenue Procedure 2004-53 for purposes of IRS Forms W-4 (Employee’s Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate).

(i) No Third Party Beneficiaries. Without limiting the generality of Section 12.5, no provision of this Section 6.8 shall (i) be treated as an amendment of, or undertaking to amend, any benefit plan, (ii) obligate Buyer or the Sellers to retain the employment of any particular employee or (iii) confer any rights or benefits on any Third Person beneficiary or create any Third Person beneficiary or other rights in any current or former employee, independent contractor or other service provider (including any beneficiary or dependent thereof) of any Seller in respect of continued employment (or resumed employment) with either Buyer or any of, its Affiliates and no provision of this Section 6.8 shall create any rights in any such Persons in respect of any benefits that may be provided, directly or indirectly, under any Employee Plan or any plan or arrangement that may be established by Buyer or any of its Affiliates, including as to the level or duration of compensation or benefits. No provision of this Agreement shall constitute a limitation on rights to amend, modify or terminate after the Closing Date any such plans or arrangements of the Sellers, Buyer or any of their respective Affiliates.

#### 6.9 [Reserved].

6.10 Certain Agreements. The Sellers will obtain assignment of, or replacement agreements with respect to, the Specified Section 6.10 Contract(s) prior to or at the Closing (with any replacement agreement being on substantially the same terms as the Specified Section 6.10 Contract(s) being replaced); *provided* that Buyer understands and agrees that this Section 6.10 will not require Sellers to enter into any settlement, undertaking or agreement, undertake any obligation, or pay any consideration, in each case, with or to any third party, other than, to the extent required to be paid prior to the Closing, if so requested by Buyer, Sellers paying in cash any such consideration requested by such third party.

6.11 Transfer Orders; Letters in Lieu. Prior to the Closing, the Sellers shall deliver to Buyer completed transfer orders or letters in lieu thereof, directing all purchasers of production to make payment to Buyer of proceeds attributable to Hydrocarbons constituting Acquired Interests effective as of the Closing.

#### 6.12 Taxes.

(a) To the extent not exempt under the Confirmation Order or Section 1146 of the Bankruptcy Code, Buyer shall assume responsibility for, and shall bear and pay, all Transfer

Taxes (if any) incurred or imposed with respect to the conveyance of the Acquired Interests to Buyer; *provided* that if any such Transfer Taxes are due prior to the Closing the Sellers shall assume responsibility for, and shall bear and pay such Transfer Taxes. The Party required by applicable Law to file Tax Returns with respect to Transfer Taxes shall prepare and file such Tax Returns or other documents and the non-preparing Party shall cooperate therewith.

(b) The Sellers shall timely file or cause to be timely filed when due all Tax Returns that are required to be filed by or with respect to Fieldwood U.A. on or prior to the Closing Date and all Tax Returns that are required to be filed by the Sellers under applicable Law with respect to the Acquired Interests (including any Tax Returns reporting any Property-Related Taxes and Production Taxes) and, in each case, all such Tax Returns shall be prepared and filed in a manner consistent with past practice. In each case, the Sellers shall remit or cause to be remitted any Taxes shown as due on such Tax Returns. Buyer shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all other Tax Returns that are required to be filed by or with respect to Fieldwood U.A. and the Acquired Interests after the Closing Date and shall pay any Taxes shown as due on such Tax Returns. The Sellers shall reimburse Buyer for (A) Retained Taxes which are remitted in respect of any Tax Return to be filed by Buyer pursuant to this Section 6.12 or (B) Retained Taxes in respect of any Tax Return to be filed by the Sellers under this Section 6.12(b) which have not been paid by the Sellers and for which a taxing authority seeks payment from Buyer, in each case, up to the amount reserved for such Retained Taxes in determining the Effective Date Cash Obligations Amount, no later than ten (10) days after Buyer's written request therefor.

(c) For purposes of this Agreement, in the case of a Straddle Period, (x) all Property-Related Taxes and any exemptions, allowances and deductions with respect to such Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period, (y) all Production Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based upon the period during which the applicable production occurred, and (z) all other Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period as if such taxable period ended as of the end of the day on the final day of the Pre-Closing Tax Period.

(d) Property-Related Taxes and Production Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed as provided by applicable Law.

(e) All Tax Sharing Agreements between the Sellers and any Affiliates of the Sellers, on the one hand, and Fieldwood U.A., Fieldwood Mexico or any Subsidiary thereof, on the other hand, will terminate as to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof prior to the Closing Date and Fieldwood U.A., Fieldwood Mexico and such Subsidiary will not have any liability thereunder on or after the Closing Date.

(f) Each Seller, on the one hand, and Buyer, on the other hand, will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, claiming any refund of Taxes, determining a Liability for Taxes or a right to a refund of Taxes, or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant Tax Returns or portions

thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Governmental Authorities. Any information obtained under this Section 6.12 shall be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any audit or other proceeding.

6.13 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, and subject to the Bankruptcy Code and any orders of the Bankruptcy Court, and without limiting any other provision of this Agreement (including Section 6.5(c)), Buyer and the Sellers each agree to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to cause the conditions precedent to Closing set forth in Article VII to be satisfied and to consummate the transactions; *provided that* the Parties understand and agree that the commercially reasonable efforts of any Party shall not be deemed to include, except as expressly set forth in this Agreement, entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby; *provided, further that* this Section 6.13 shall not (a) limit or affect the obligation of any Party to perform any of its other obligations and covenants expressly set forth in this Agreement or (b) require any Party to incur any obligations or pay any fees or amounts to third parties not otherwise required under this Agreement or the Plan.

6.14 Insurance Policies. Effective at or prior to Closing, the Sellers shall cause Buyer to be named as an 'additional insured' with respect to each insurance policy held by the Sellers which provides coverage with respect to any of the Acquired Interests (excluding, for the avoidance of doubt, any director and officer insurance policies). The Sellers shall maintain such insurance policies in full force and effect until the expiration of their terms, and shall cooperate in good faith with Buyer in connection with any claim made by Buyer under any such policy. The Sellers shall not have any obligation to renew any such insurance policies following the expiration of their terms, and from and after such expiration, Buyer will be solely responsible for maintaining such insurance as Buyer deems reasonable with respect to the Acquired Interests.

6.15 Novation of Hedges. Buyer shall use commercially reasonable efforts to cause the Hedges to be novated to Buyer at Closing, and the Sellers shall reasonably cooperate with Buyer in connection with such novation; *provided that* (a) to the extent that the total volume of production hedged as of the Closing with respect to the Hedges exceeds 45,000 Boepd, Buyer may elect to (but is not required pursuant to this Section 6.15 to) use commercially reasonable efforts to novate such excess (or any portion thereof) to Buyer at Closing; (b) Buyer shall be solely responsible for any credit support or other requirements in connection with such novation; and (c) the Sellers shall not be required to pay any consideration or undertake any obligation in connection with such novation.

6.16 Qualification. Prior to the Closing, Sellers (and their respective officers and employees) will provide commercially reasonable assistance to Buyer with respect to Buyer obtaining such qualifications as are necessary to own and, where applicable, to assume operatorship of, the Acquired Interests in all jurisdictions where the Acquired Interests are located.

6.17 Settlements with Governmental Authorities. From the date hereof until the Closing, none of any Seller nor any of its Affiliates shall make or enter into any material non-

ordinary course stipulation, settlement or other agreement with any Governmental Authority (each, a “***Governmental Settlement Agreement***”) that is not in form and substance acceptable to Buyer. The Sellers shall pay all amounts due and payable under any Governmental Settlement Agreement executed by any Seller or any of its Affiliates prior to the Closing.

6.18 Operator Forms. By no later than ten (10) days after the Execution Date, the Sellers shall have sent all applicable Third Persons all designation of operator forms (Form BOEM – 1123) designating Buyer as operator (along with all corresponding OSFR forms) with respect to each Lease or portion thereof as to which any Seller is the designated operator as of the date hereof, and Sellers shall use reasonable best efforts to obtain such executed forms from such Third Persons prior to the Closing.

6.19 [Reserved].

6.20 Bonds and Insurance. To the extent required by applicable state and federal Governmental Authorities (and subject to compliance by the Sellers with their respective covenants under this Agreement) in connection with the transactions contemplated by this Agreement, as of the Closing or promptly thereafter (and in any case within ten (10) Business Days of the Closing) Buyer and/or Buyer 2, as applicable, will have the lease bonds, area-wide bonds and surety bonds or insurance policies set forth on Schedule 6.20, in each case to the extent required by and in accordance with the requirements of such Governmental Authorities.

6.21 [New Equity Interests]. Buyer shall cause (a) the Credit Bid and Release New Equity Interests to be received by the Persons entitled to receipt of such interests pursuant to the Plan on the Effective Date in accordance with the Plan, and (b) the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) to be received on the Effective Date by the Persons entitled to receipt of such interests in accordance with the Plan, the Subscription Rights, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.]<sup>10</sup>

6.22 Employment Agreements. Buyer shall, in good faith, negotiate the terms of an employment agreement (each, an “***Employment Agreement***”) with each of the Seller Employees identified on Schedule 6.22 from and after the date hereof. If terms of an Employment Agreement are mutually agreed between Buyer and a Seller Employee prior to Closing, then at (or immediately following) the Closing Buyer shall enter into an Employment Agreement with each such Seller Employee.

## ARTICLE VII CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent of the Parties. The obligations of the Sellers, Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

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<sup>10</sup> Note to Draft: Subject to review of Equity Rights Offerings procedures/ERO Backstop Agreements/obligations of Buyer to issue equity upon exercise of Subscription Rights.



(a) no applicable Law shall prohibit the transactions contemplated hereby or the consummation of the Closing and no suit, action or proceeding shall be pending or threatened before any court or arbitration tribunal seeking to enjoin, restrain, prohibit or declare illegal the transactions contemplated by this Agreement;

(b) no injunction, order, decree or judgment that restrains, enjoins or prohibits the transactions contemplated in this Agreement shall be in effect;

(c) any applicable waiting period under the HSR Act relating to the transactions contemplated hereby shall have expired or been terminated;

(d) the Bankruptcy Court shall have entered the Disclosure Statement Order and the Confirmation Order and each such order shall be a Final Order;

(e) each of the conditions precedent to the Effective Date shall have been satisfied (or shall become effective concurrent with the Closing Date hereunder) or waived in accordance therewith; and

(f) (i) the Credit Bid and Release New Equity Interests shall have been, or will be on the Effective Date, received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan and (ii) the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been, or will be on the Effective Date, received by the Persons entitled to receipt of such interests in accordance with the Plan, the Subscription Rights, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

7.2 Sellers' Conditions Precedent. The obligation of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) the representations and warranties of Buyer and Buyer 2 set forth in this Agreement shall be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), except for those failures to be true and correct that, individually or in the aggregate, would not adversely affect in any material respect the ability of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement;

(b) Each of Buyer and Buyer 2 shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by Buyer or Buyer 2, as applicable, at or before the Closing;

(c) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Sellers acting in good faith; and

(d) Each of Buyer and Buyer 2 shall have executed and delivered all documents required to be executed and delivered by Buyer or Buyer 2, as applicable, as set forth in Section 9.2.



The foregoing conditions of this Section 7.2 are for the sole benefit of the Sellers and may be waived by the Sellers, in whole or in part, at any time and from time to time in the sole discretion of the Sellers. The failure by the Sellers at any time to exercise any of their rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

7.3 Buyers' Conditions Precedent. The obligation of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) (i) each of the Fundamental Representations of each Seller shall be true and correct in all respects, except for *de minimis* inaccuracies, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), (ii) the representations and warranties of each Seller set forth in each of Section 4.22(a), Section 4.32 and Section 4.33 shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or "materiality" or any similar qualification or standard) be true and correct in all material respects, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct in all material respects as of such earlier date), and (iii) all other representations and warranties of each Seller set forth in Article IV of this Agreement shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or "materiality" or any similar qualification or standard) be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date) except in the case of this clause (iii), for those failures to be true and correct that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) each Seller shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by such Seller at or before the Closing;

(c) each Seller shall have executed and delivered all documents required to be executed and delivered by such Seller as set forth in Section 9.2;

(d) no Default or Event of Default (each as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall have occurred and be continuing;

(e) the Restructuring Support Agreement shall not have been terminated with respect to any party thereto;

(f) the conditions precedent under each of the Backstop Commitment Letters shall have been satisfied or waived;

(g) the Plan confirmed by the Confirmation Order shall be in substantially the same form and substance as the plan filed by the Debtors on [•], at Docket No. [•] in the Bankruptcy

Court, as may be amended, modified or supplemented from time to time in accordance with the Restructuring Support Agreement or as otherwise consented to by or on behalf of Buyer;

(h) at least five (5) Business Days prior to the Closing Date, the Bankruptcy Court shall have approved and authorized the assumption and assignment of each material Assigned 365 Contract pursuant to Section 365 of the Bankruptcy Code through entry of an order that shall have become a Final Order and all such material Assigned 365 Contracts shall have been duly assigned to Buyer at or prior to the Closing;

(i) all Assigned 365 Contracts that require novation and are set forth on **Schedule 7.3(i)** will have been novated to Buyer;

(j) the estimated amount of Allowed Specified Administrative Expense Claims at any time are projected by the Sellers not to exceed the Toggle Amount (as defined in the Plan), or, upon the occurrence of the Toggle Date, such other amount as determined by the Majority Backstop Parties (as defined in the Second Lien Backstop Commitment Letter) in their sole and absolute discretion;

(k) the aggregate Allocated Values of all Acquired Interests treated as Delayed Assets pursuant to Section 2.3(b), Section 2.4 and Section 2.5, together with the aggregate Allocated Values of all Acquired Interests with respect to which a bona fide Preferential Right is validly exercised prior to the Closing, shall not be greater than \$100,000,000;

(l) all Governmental Approvals set forth on **Schedule 7.3(l)** shall have been obtained and delivered to Buyer and such Governmental Approvals shall be in full force and effect;

(m) since the Execution Date, no Material Adverse Effect (or any result, event, occurrence, change, circumstance, consequence or development that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect) shall have occurred;

(n) any agreements between Buyer and the Plan Administrator shall be reasonably acceptable to Buyer;

(o) Buyer shall have obtained all qualifications required to assume operatorship of the Leases operated by a Seller as of immediately prior to the Closing in all jurisdictions where such Leases are located, all of which qualifications shall be in full force and effect;

(p) the Sellers shall have delivered to Buyer a fully executed copy of the Fourth Amendment to Office Sublease;

(q) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Buyer acting in good faith; and

(r) the Sellers shall have delivered to Buyer a duly executed letter agreement, or the Bankruptcy Court shall have entered an order which shall have become a Final Order, in each case in a form reasonably acceptable to Buyer, providing that Buyer is not a “successor” or “assign” of Sellers under the NPA.

The foregoing conditions of this Section 7.3 are for the sole benefit of Buyer and Buyer 2 and may be waived by Buyer or Buyer 2, as applicable, in whole or in part, at any time and from time to time in the sole discretion of Buyer and Buyer 2. The failure by Buyer or Buyer 2 at any time to exercise any of its rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

## ARTICLE VIII RIGHT OF TERMINATION AND ABANDONMENT

8.1 Termination. This Agreement may be terminated by written notice at any time before the Closing:

- (a) by mutual written consent of the Sellers and Buyer;
- (b) by the Sellers, on one hand, or by Buyer, on the other hand:

- (i) if the Closing shall not have been consummated on or before July 31, 2021 (as such date may be extended by mutual written agreement of the Parties, the “*End Date*”); *provided* that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any Party (A) who is then in material breach of any of its material agreements, covenants, representations or warranties contained herein or (B) whose breach of any provision of this Agreement is the proximate cause of the failure of the Closing to be consummated before the End Date;

- (ii) if there shall be any applicable Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if consummation of such transactions would violate any Final Order of any Governmental Authority having competent jurisdiction;

- (iii) for any reason, Buyer is unable, pursuant to Section 363(k) or Section 1123(a) of the Bankruptcy Code, to credit bid in payment of all or any portion of the Consideration as set forth in Section 2.1 (other than the Assumed Liabilities);

- (iv) the Bankruptcy Court shall have entered an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases; or

- (v) any of the Sellers shall have entered into any agreement with respect to any Alternative Transaction (consistent with the fiduciary duties of the officers and directors of the Sellers) or if the Bankruptcy Court shall have approved any such Alternative Transaction;

- (c) by Buyer if:

- (i) the Sellers shall have breached any of their representations and warranties, or shall have failed to perform or comply with any of their covenants and

agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in the Sellers being unable to satisfy a condition set forth in Section 7.3 and (B) is not cured within ten (10) Business Days after Buyer notifies the Sellers of such breach or failure to perform or comply in writing; *provided*, that Buyer shall not have a right of termination pursuant to this Section 8.1(c)(i) if Buyer is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) any of the Sellers, without the prior consent of Buyer, enter into a definitive agreement with respect to the sale of any material Acquired Interests (excluding sales of Hydrocarbons in the ordinary course of business) or any interest in any of the Leases;

(iii) the Confirmation Order shall not have been entered by the Confirmation Outside Date;

(iv) the Restructuring Support Agreement shall have been terminated with respect to any party thereto; *provided*, that the right to terminate this Agreement pursuant to this Section 8.1(c)(iv) shall not be available to Buyer if any Consenting Creditor's breach of any provision of the Restructuring Support Agreement is the proximate cause of the termination of the Restructuring Support Agreement;

(v) any Event of Default (as defined in the DIP Facility Credit Agreement) under the DIP Facility Credit Agreement shall have occurred and be continuing;

(vi) the Equity Rights Offerings are not consummated;

(vii) the Disclosure Statement Order or the Confirmation Order shall have been stayed, vacated, reversed or materially modified or amended by the Bankruptcy Court or another court of competent jurisdiction at any time without the prior written consent of Buyer; or

(viii) any Seller seeks to have the Bankruptcy Court enter an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases, or if a trustee in the Bankruptcy Cases or a responsible officer or an examiner with enlarged powers is appointed (other than a fee examiner) relating to the operation of the Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code, or such an order of dismissal, conversion or appointment is entered; and

(d) by the Sellers if:

(i) Buyer or Buyer 2 shall have breached any of its representations and warranties, or shall have failed to perform or comply with any of its covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in Buyer or Buyer 2, as applicable, being unable to satisfy a condition set forth in Section 7.2 and (B) is not be cured within ten (10) Business Days after the Sellers notify Buyer of such breach or failure to perform or comply in writing; *provided*, that the

Sellers shall not have a right of termination pursuant to this Section 8.1(d)(i) if any Seller is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) Any of the Backstop Commitment Letters is terminated and Buyer has not, within thirty (30) days following the termination of such Backstop Commitment Letter, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to that provided by such Backstop Commitment Letter (as of the date hereof) and otherwise in form and substance reasonably acceptable to Sellers; or

(iii) the Equity Rights Offerings are not consummated and Buyer has not, within thirty (30) days following the failure of the Equity Rights Offerings to be consummated, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to the amount that would have been provided by the Equity Rights Offerings and otherwise in form and substance reasonably acceptable to Sellers.

Each termination trigger set forth in this Section 8.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such termination trigger. If more than one of the termination triggers set forth in this Section 8.1 are applicable, the applicable Party shall have the right to choose the termination trigger pursuant to which this Agreement is to be terminated. Any Party desiring to terminate this Agreement pursuant to this Section 8.1 shall give written notice of such termination to the other Party.

8.2 Remedies. In the event of termination of this Agreement by Buyer or the Sellers pursuant to this Article VIII, this Agreement shall become null and void and have no effect and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party except the provisions of this Section 8.2, Section 12.1, Section 12.8 and Annex I (and, to the extent applicable to the interpretation or enforcement of such provisions, Article XII) shall expressly survive the termination of this Agreement.

8.3 Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event any provisions of this Agreement were not performed in accordance with the terms hereof (including failing to take such actions as are required hereunder in order to consummate the transactions contemplated hereby) or were otherwise breached and that the Parties shall be entitled to injunctive relief, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the performance of the provisions hereof. Any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. The rights set forth in this Section 8.3 shall, subject to Section 8.2, be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

## ARTICLE IX CLOSING

9.1 Date of Closing. Subject to satisfaction (or waiver by the required Party) of the conditions to Closing set forth in Article VII (other than those conditions that by their nature cannot be satisfied until the time of Closing, but subject to the satisfaction (or waiver by the requisite Party) of those conditions), the Closing shall occur on the Effective Date (the “**Closing Date**”). Notwithstanding the foregoing, the parties hereto may agree in writing to such other date or time for Closing to take place and such other date or time shall be the “**Closing Date**” as such term is defined herein. The Closing shall take place through electronic means of communication on the Closing Date.

9.2 Closing Obligations. At Closing, the Parties (as applicable) shall take, or cause to be taken, the following actions, each being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

(a) The Sellers and Buyer shall deliver to one another duly executed counterpart signature pages to each Transfer Document to which they are a party, in sufficient numbers of duly executed and acknowledged original counterparts to facilitate, to the extent appropriate, recording in all relevant jurisdictions;

(b) The Sellers shall deliver to Buyer the JV Assignment Agreements duly executed by the applicable Sellers;

(c) Buyer and Buyer 2 shall deliver a duly executed counterpart to the Release Document;

(d) The Sellers shall deliver to Buyer a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each Seller, certifying to Buyer that, on the Closing Date, the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied;

(e) Buyer shall deliver to the Sellers a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each of Buyer and Buyer 2, certifying to the Sellers that, on the Closing Date, the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(f) Each Seller shall deliver to Buyer a statement that satisfies the requirements of Treas. Reg. §1.1445-2(b)(2), certifying that such Seller is not a foreign person within the meaning of Section 1445(f)(3) or Section 1446(f)(2) of the Code;

(g) Fieldwood and Buyer shall deliver to one another duly executed signature pages to the Funding Agreement;

(h) Buyer shall deliver by wire transfer of immediately available funds an amount in cash equal to the Cash Portion, to one or more accounts designated by the Sellers (which shall be designated by the Sellers at least two (2) days prior to Closing);



(i) Sellers shall pay the Cure Costs out of the Closing Cash Amount and/or the Cash Portion in accordance with an order of the Bankruptcy Court; and

(j) Buyer shall deliver to Fieldwood the GUC Warrants and the SLTL Warrants for distribution by Fieldwood pursuant to the Plan.

## **ARTICLE X POST-CLOSING OBLIGATIONS AND COVENANTS**

10.1 Field Data and Records. Within ten (10) Business Days after the Closing, pursuant to Buyer's reasonable instructions, the Sellers shall deliver to Buyer any Field Data or Records that are not maintained in the Office Assets. Buyer shall be entitled to all original Field Data and Records. Within ten (10) Business Days after the Closing, the Sellers may make and retain, at the Sellers' expense, copies of any Field Data and Records (except to the extent prohibited by Contract where Buyer obtains the originals thereof).

### 10.2 Suspense Funds; Prepaid JOA Funds.

(a) To the extent that as of Closing, any Seller holds Suspense Funds or Undisbursed Revenue relating to the Acquired Interests (excluding Prepaid JOA Funds) the Sellers shall deliver to Buyer at Closing such Suspense Funds and Undisbursed Revenue and an accounting of such Suspense Funds and Undisbursed Revenue and Buyer shall from and after such time be responsible for the application of such Suspense Funds and Undisbursed Revenue under the applicable operating or other agreement governing the application of such Suspense Funds and Undisbursed Revenue. The Sellers shall remain liable, and shall be solely responsible, for (i) the disbursement of all funds owed to Persons (including any Suspense Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of any Suspense Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

(b) To the extent that as of Closing, any Seller holds funds received by the Sellers (in their capacity as operator of any Acquired Interests) on account of working interest owners in the Acquired Interests as prepayments for items under operating or other agreements ("***Prepaid JOA Funds***"), the Sellers shall deliver to Buyer at Closing such Prepaid JOA Funds and an accounting of each of such prepayments and Buyer shall from and after Closing be responsible for the application of such Prepaid JOA Funds under the applicable operating or other agreement pursuant to which such Prepaid JOA Funds were collected. The Sellers shall remain liable, and shall be solely responsible, for (i) the disbursement of all funds owed to Persons (including any Prepaid JOA Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of Prepaid JOA Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

### 10.3 Post-Closing Asset Reconciliation.

(a) After the Closing Date, Buyer and the Sellers shall execute and deliver, or shall cause to be executed and delivered, from time to time such further instruments of conveyance and transfer, and shall take such other actions as Buyer or the Sellers may reasonably request, to

convey and deliver the Acquired Interests to Buyer, to perfect Buyer's title thereto and to accomplish the orderly transfer of the Acquired Interests to Buyer.

(b) In the event that at any time, or from time to time following the Closing Date, any (i) Acquired Interest is found to have been retained by the Sellers or any of their Affiliates (each a "***Non-Transferred Asset***"), then the Sellers shall transfer, or shall cause such Affiliate to transfer, with any necessary prior consent from any Third Person or Governmental Authority, such Non-Transferred Asset to Buyer as soon as practicable, or an Affiliate thereof as designated by Buyer, and to forward or remit to Buyer, or an Affiliate thereof as designated by Buyer, any payments actually received by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer; *provided*, that Buyer shall pay to the Sellers the amount of any expenses or payables actually paid by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer (which may be netted by the Sellers against amounts received on account of such Non-Transferred Asset). Prior to any such transfer, the Sellers shall hold such Non-Transferred Asset in trust for Buyer.

(c) In the event of a transfer pursuant to clause (b) of this Section 10.3, Buyer or an Affiliate thereof and the Sellers or an Affiliate thereof shall execute and deliver, or cause to be executed and delivered, to the other Party as soon as practicable any conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be necessary or appropriate to fully and effectively transfer, assign and convey unto Buyer or an Affiliate thereof, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer or an Affiliate thereof, and to otherwise make effective the transactions contemplated hereby, and to confirm Buyer's (or its Affiliate's) title to or interest in and to such Non-Transferred Asset, and to put Buyer or its Affiliate in actual possession and operating control thereof.

(d) For the avoidance of doubt, this Section 10.3 does not apply to any Delayed Assets retained by a Seller at the Closing.

#### 10.4 Assignments; Operatorship.

(a) Other than with respect to Governmental Approvals (which are addressed by Section 2.4), the Sellers will prepare and execute, and Buyer will execute, at or before the Closing, all documentation necessary to convey to Buyer the Acquired Interests granted by a Governmental Authority (except any such documentation that is customarily completed post-Closing) in the form as prescribed by the applicable Governmental Authority and otherwise reasonably acceptable to Buyer and the Sellers.

(b) At the Closing, each Seller shall, as applicable, deliver to Buyer a resignation as operator of (and, as applicable, designated applicant under OSFR for) all Field Assets as to which such Seller served as operator (or, as applicable, designated applicant under OSFR) immediately before the Closing Date. With respect to those Field Assets as to which a Seller controls the selection of the successor operator (or, as applicable, the designated applicant under OSFR), such Seller shall at the Closing deliver to Buyer (and any pertinent Third Person) a written notification designating Buyer as the successor operator of (or, as applicable, the successor

designated applicable under OSFR for) such Field Assets effective as of the Closing Date. With respect to any Field Assets as to which the Sellers do not control the selection of the successor operator (or, as applicable, the designated applicant under OSFR), the Sellers will cast their votes at or before Closing, and will use commercially reasonable efforts to obtain before, or promptly following, Closing the votes of the other owners of Working Interests in such Field Assets, in each case in favor of the designation of Buyer as successor operator of (and, as applicable, the designated applicant under OSFR for) such Field Assets effective as of the Closing Date. Within five (5) days after the later of the Closing Date or the date on which Buyer is named successor operator under the terms of the applicable Contract, the Sellers and Buyer shall make all necessary filings, including any BOEM designation of operator forms and designated applicant OSFR form designations, and take all other actions necessary to cause the resignation of the applicable Sellers as operator of (and, as applicable, the designated applicant under OSFR for), and the designation of Buyer as the successor operator of (and, as applicable, the designated applicant under OSFR for), such Field Assets to be recognized and, if required, approved by all relevant Governmental Authorities. In each case, the Sellers shall use commercially reasonable efforts to assist Buyer in assuming the timely operation and management of the Field Assets. Each of the Sellers' covenants in this Section 10.4(b) is subject to the accuracy at Closing of Buyer's representations in Section 5.9. Each of Buyer's covenants in this Section 10.4(b) is subject to Buyer's receipt from the Sellers and Third Persons of all such required designations and forms. For the avoidance of doubt, "Field Assets" does not include any Lease, Subject Unit, Easement or Well with respect to which no right, title or interest is included in the Acquired Interests.

(c) With respect to each Field Asset operated by the Sellers as of the Closing, the Sellers, with the continued assistance of Buyer, shall use commercially reasonable efforts to cause each joint owner, record title interest owner and applicable operating rights interest owner in such Field Asset to execute and deliver such instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Laws, Leases, Easements and Contracts, Buyer as operator of (and, as applicable, the designated applicant under OSFR for) such Field Asset as promptly as practicable following the Closing.

(d) Each Party agrees that the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and OSFR form designation and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Law, Leases, Easements and Contracts Buyer as operator (and, as applicable, the designated applicant under OSFR for) of the Field Assets will be made prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger.

10.5 Confidentiality. Following the Closing, the Sellers agree not to, and to cause their respective Affiliates and Representatives not to, use or disclose any confidential or non-public information concerning the Acquired Interests or the business affairs of Buyer and its Affiliates, including as it relates to the Acquired Interests, or the Assumed Liabilities ("**Confidential Information**") except disclosure of Confidential Information that (a) is lawfully obtained after

Closing from a source that, to the Knowledge of the Sellers, was not under an obligation of confidentiality to Buyer with respect to such information, (b) is disclosed or becomes available to the public without any breach by the Sellers of the terms of this Section 10.5, (c) is or may be necessary to wind down any of the Sellers' bankruptcy estates, or in connection with the enforcement of the rights of, or the defense of any Claim against or involving, any Seller provided that, in each case, the Confidential Information is afforded confidential treatment, (d) to the extent it relates to any Excluded Assets or (e) is or may be necessary in connection with the Bankruptcy Cases provided that the Confidential Information is afforded confidential treatment. Notwithstanding the foregoing, a Seller may disclose Confidential Information if such Seller believes (after consultation with counsel) it is legally required to make such disclosure in order to comply with Laws or legal, judicial or administrative process (including in connection with the Bankruptcy Cases). If a Seller or any of its Representatives becomes required (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or it becomes necessary in connection with the Bankruptcy Cases to disclose any of the Confidential Information, such Seller or Representative shall use reasonable efforts to provide Buyer with prompt notice, to the extent allowed by Law, of such requirement, and, to the extent reasonably practicable, cooperate with Buyer to obtain a protective order or similar remedy to cause such information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege; *provided*, that, in the event that such protective order or other similar remedy is not obtained, such Seller shall, or shall cause such Representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause its Representative (as applicable) to, exercise its commercially reasonable efforts, at Buyer's expense, to obtain assurance that confidential treatment will be accorded such disclosed information.

10.6 Seller Marks License. Each Seller hereby grants to Buyer and its Affiliates a limited, non-exclusive, royalty-free, worldwide license, effective as of the Closing Date and terminating one (1) year thereafter, to use the Seller Marks solely (a) in connection with the Acquired Interests in the same manner, and with the same standards of quality, as used by the Sellers immediately prior to Closing or (b) as necessary to wind down the use of, and transition away from the use of, the Seller Marks. Buyer and its Affiliates shall use their respective commercially reasonable efforts to wind down the use of, and transition away from the use of, the Seller Marks reasonably promptly after the Closing Date.

10.7 Power of Attorney. Each Seller hereby constitutes and appoints, effective as of the Closing Date, Buyer and its successors and assigns as the true and lawful attorney of such Seller with full power of substitution in the name of Buyer, or in the name of such Seller but for the benefit of Buyer, (a) to collect for the account of Buyer any items of Acquired Interests and (b) to institute and prosecute all proceedings which Buyer may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Acquired Interests, and to defend or compromise any and all actions, suits or proceedings in respect of the Acquired Interests. Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

10.8 No Successor Liability. The Parties intend that, upon the Closing, Buyer shall not be deemed to: (a) be the successor of, or related person, successor in interest or successor employer (as described under any applicable Law) to, any Seller or any of its Affiliates, predecessors,

successors or assigns, including, with respect to any Employee Plans, other than the Assumed Employee Plans to the extent set forth in Section 6.8; (b) have, de facto or otherwise merged into any Seller or any of its Affiliates, predecessors, successors or assigns; (c) be a mere continuation or substantial continuation of any Seller or any of its Affiliates, predecessors, successors or assigns or the enterprise(s) of any Seller or any of its Affiliates, predecessors, successors or assigns; or (d) other than as expressly set forth in this Agreement, be liable for any acts or omissions of any Seller or any of its Affiliates, predecessors, successors or assigns in the current or former conduct of the business of the Sellers relating to the Acquired Interests or arising under or related to the Acquired Interests. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Buyer shall not be liable for any Encumbrances (except Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) against any Seller or any of its Affiliates, predecessors, successors or assigns, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, or whether fixed or contingent, whether now existing or hereafter arising, with respect to the Acquired Interests or any Liabilities of the Sellers arising prior to or after the Closing Date other than the Assumed Liabilities and Permitted Encumbrances (except for the Fieldwood U.A. interests and the JV Interests, which shall not have any Permitted Encumbrances). The Parties agree that the provisions substantially in the form of this Section 10.8 shall be reflected in the Confirmation Order.

#### 10.9 Access to Records.

(a) On and after the Closing Date, each Seller will, and will cause its Affiliates, successors and assigns and Representatives to, afford promptly to Buyer and its agents reasonable access to its books of account, financial and other records (including accountant's work papers), information, employees and auditors to the extent necessary or useful for Buyer in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Acquired Interests or the Assumed Liabilities; *provided* that any such access by Buyer shall not unreasonably interfere with the conduct of the business of such Seller.

(b) Buyer agrees that, following the Closing, and subject to applicable Law and any confidentiality restrictions to third parties, and except as may be necessary to protect any applicable legal privilege, it shall (and shall cause its Subsidiaries to) give to the Sellers and their Representatives reasonable access during normal business hours to the Records pertaining to any and all periods prior to and including the Closing Date, to the extent useful or necessary for the Sellers in connection with any audit, investigation, dispute or litigation relating to the Seller's prior ownership of the Acquired Interests or the Assumed Liabilities, as the Sellers and their Representatives may reasonably request; *provided* that any such access by the Sellers shall not unreasonably interfere with the conduct of business of Buyer.

10.10 Payment of Assumed Liabilities. If, from and after the Closing Date, any Seller or their respective Affiliates receives an invoice from a third party for payment of amounts that constitute Assumed Liabilities, such Seller may deliver such invoice to Buyer for payment and Buyer shall pay such invoice promptly and in any event within thirty (30) days of Buyer's receipt of such invoice from such Seller; *provided*, that for the avoidance of doubt, that if any such invoice covers amounts that are not Assumed Liabilities, as well as amounts that are Assumed Liabilities,



Buyer shall only be required by this Section 10.10 to pay that portion of the amounts invoiced that constitute Assumed Liabilities.

**10.11 Payment of Retained Liabilities.** If, from and after the Closing Date, Buyer or its Affiliates receives an invoice from a third party for payment of amounts that constitute Retained Liabilities, Buyer may deliver such invoice to the Sellers for payment and the Sellers shall pay such invoice promptly and in any event within thirty (30) days of the Sellers' receipt of such invoice from Buyer; *provided*, that (a) for the avoidance of doubt, that if any such invoice covers amounts that are not Retained Liabilities, as well as amounts that are Retained Liabilities, the Sellers shall only be required by this Section 10.11 to pay that portion of the amounts invoiced that constitute Retained Liabilities, (b) Sellers will not be required to pay any such Retained Liability to the extent such Retained Liability has been satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order or is otherwise subject to a different specified treatment pursuant to the Plan and (c) this Section 10.11 will not limit Sellers' right to exercise or pursue any counterclaim, right to setoff or other defense of Sellers with respect to such Retained Liability.

**10.12 Accounts Receivables.**

(a) On the Closing Date, Fieldwood shall deliver to Buyer a statement setting forth the names of the obligor and the amount of each Closing Accounts Receivable (or amounts as known as of the Closing) (as such statement may be modified or supplemented from time to time within ninety (90) days after the Closing Date by written notice of Fieldwood to Buyer, the "***Closing Accounts Receivables Statement***").

(b) From and after the Closing until the date that is 365 days following the Closing (the "***AR Collections Period***"), if Buyer so requests, Fieldwood shall collect the Closing Accounts Receivable for the benefit of Buyer and Fieldwood shall use the same level of efforts in the collection of the Closing Accounts Receivable that Fieldwood uses in the collection of its own accounts receivables; *provided* that (i) Fieldwood may settle any Closing Accounts Receivable by setoff (each such setoff, an "***Accounts Receivable Setoff***") of any amounts owed by the obligor thereunder against any amount that Fieldwood or any of its Subsidiaries owes to such obligor, to the extent (A) such Accounts Receivable Setoff is permitted under applicable Law and (B) Fieldwood delivers to Buyer (as set forth in Section 10.12(c)) an amount in cash equal to the amount of such Closing Accounts Receivable actually collected by such Accounts Receivable Setoff, (ii) Fieldwood must obtain the prior written consent of Buyer to settle (whether in cash or by way of an Accounts Receivable Setoff) any Closing Accounts Receivable for an amount less than the applicable amount set forth on the Closing Accounts Receivables Statement, (iii) without limiting Fieldwood's other obligations in this Agreement neither Fieldwood nor any of its Subsidiaries shall be required to incur any out-of-pocket expenses or admit or consent to any liability or obligation in connection with the collection of any Closing Accounts Receivable and (iv) Fieldwood shall not have any obligation to commence any litigation or other legal proceeding in connection with the collection of any Closing Accounts Receivable. Each Party acknowledges that Fieldwood is making efforts to collect the Closing Accounts Receivable hereunder solely pursuant to a contractual relationship on an arm's length basis and that the Parties do not intend that Fieldwood act or be responsible as a fiduciary to Buyer, any holders of Claims or any other Person, and expressly disclaim any such fiduciary relationship, whether between or among Buyer,



on the one hand, and Fieldwood or any Seller, on the other hand. Buyer acknowledges that Fieldwood's obligations pursuant to this Section 10.12 (including Fieldwood Energy I's obligations under Section 10.12(e)) will be undertaken by Buyer pursuant to and in accordance with the TSA. Fieldwood shall be liable to Buyer (as set forth in Section 10.12(c)) for any Closing Accounts Receivable actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) pursuant to this Section 10.12, and shall indemnify Buyer on a dollar-for-dollar basis for any Closing Accounts Receivable that are actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) but not paid to Buyer pursuant to Section 10.12(c). In the case of an Accounts Receivable Setoff, the date of such Accounts Receivable Setoff shall be the earlier of (i) the date notice of such Accounts Receivable Setoff is delivered to Buyer pursuant to this Section 10.12(b) and (ii) the date such Accounts Receivable Setoff is reflected on the books of Fieldwood or any of its Subsidiaries.

(c) Prior to the tenth (10th) calendar day following the end of each calendar month occurring after the Closing Date and through the month in which the end of the AR Collections Period occurs, Fieldwood shall promptly deliver the amount of any and all cash collected in respect of Closing Accounts Receivables and the amount of any and all Accounts Receivable Setoffs (collectively, the "**Accounts Receivable Collections**") to Buyer, together with a statement setting forth the aggregate amount of all the Accounts Receivable Collections.

(d) On the date that is fifteen (15) calendar days after the end of the month in which the AR Collections Period ends, Fieldwood shall (i) deliver to Buyer a statement setting forth (A) the names of the obligor and amount of each Closing Accounts Receivable that remains uncollected, whether by cash or setoff (collectively, the "**Remaining Accounts**"); and (B) the aggregate amount of all of the Remaining Accounts receivables; and (ii) from and after the AR Collections Period, Fieldwood shall have no further obligation under this Section 10.12 to make efforts to collect the Remaining Accounts; *provided, however*, for the avoidance of doubt, if Buyer so requests, Fieldwood or its Subsidiaries may elect to collect any of the Remaining Accounts after the expiration of the AR Collections Period, and if Fieldwood so elects, Fieldwood shall pay such amounts over to Buyer, and Fieldwood shall be liable to Buyer for, and shall indemnify Buyer on a dollar-for-dollar basis for, any Remaining Accounts actually collected by Fieldwood pursuant to this Section 10.12.

(e) Each of the Sellers and Buyer acknowledges and agrees that in connection with, and from and after, the consummation of the Divisive Merger, Fieldwood's obligations and liabilities (including indemnification obligations) under this Section 10.12 will vest in and be allocated to (i) Fieldwood Energy I (in the case of Closing Accounts Receivable attributable to the FWE I Assets) or (ii) Fieldwood Energy III or Fieldwood Energy IV LLC, as applicable, (in the case of Closing Accounts Receivable other than those attributable to the FWE I Assets).

### 10.13 Directors' and Officers' Indemnification.

(a) From and after Closing, Buyer shall indemnify, defend and hold harmless (i) each individual Person who is, as of the Closing Date, a director, officer or manager of any Seller, and (ii) Matt McCarroll with respect to his service, prior to the Closing Date, as a director, officer or manager (as applicable) of the Sellers (the "**D&O Indemnified Parties**"), against any and all Losses (including, for the avoidance of doubt, reasonable attorneys' fees, costs and other

out-of-pocket expenses) arising out of or relating to any threatened or actual Claim based in whole or in part on, or arising out of or relating in whole or in part to, the fact that such individual Person is or was a director, officer or manager of one or more of the Sellers whether based upon, arising out of or relating to any act or omission actually or allegedly committed or attempted at or prior to the Closing Date and whether asserted or claimed prior to, or at or after, the Closing Date, including all Claims based in whole or in part on, or arising in whole or in part out of, or relating to this Agreement or the transactions contemplated hereby, in each case to the full extent a Seller would be permitted under applicable Law to indemnify its own directors, officers or managers (including payment of expenses in advance of the final disposition of any such action or proceeding to each D&O Indemnified Party), but only to the extent that such Losses would be indemnifiable by the Sellers pursuant to the terms of (x) the organizational documents of the Sellers or (y) any indemnification agreement between one or more Sellers, on the one hand, and the D&O Indemnified Party(ies) seeking indemnification from Buyer pursuant to this Section 10.13(a), on the other hand, set forth on Schedule 10.13(a), in each case, as such organizational documents or agreements existed on the Petition Date (the “**Existing D&O Indemnification Terms**”); *provided, however*, that Buyer’s obligation to indemnify and hold harmless the D&O Indemnified Parties pursuant to this Section 10.13(a) with respect to Losses associated with any Claim shall be reduced by the amount of any recovery actually received by the applicable D&O Indemnified Party(ies) under the Tail Policy with respect to such Claim (the “**D&O Indemnified Liabilities**”). A D&O Indemnified Party shall not be entitled to make a claim against Buyer for indemnification pursuant to this Section 10.13(a) with respect to an underlying Claim unless and until such D&O Indemnified Party has made a claim against the Tail Policy with respect to such Claim and received a determination of coverage available under the Tail Policy with respect thereto.

(b) Buyer acknowledges that certain D&O Indemnified Parties may have rights to indemnification, advancement of expenses and/or insurance provided by the Sellers, but excluding, for purposes of the definition of “Indemnitors”, the Tail Policy and the insurance providers with respect thereto (collectively, the “**Indemnitors**”). Buyer hereby agrees that as between Buyer and Sellers (i) the Tail Policy and the insurance providers with respect thereto are the indemnitors of first resort with respect to indemnity obligations to the D&O Indemnified Parties, (ii) Buyer’s indemnity obligations to the D&O Indemnified Parties apply only once coverage under the Tail Policy has been exhausted upon either payment of the Tail Policy’s limits of liability or a determination by the insurance providers thereof that coverage is unavailable with respect to a particular Loss, (iii) the Indemnitors’ indemnity obligations to the D&O Indemnified Parties are secondary to Buyer’s indemnity obligations to the D&O Indemnified Parties, (iv) Buyer shall be required to advance the full amount of expenses incurred by any D&O Indemnified Party and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, without regard to any rights the D&O Indemnified Party may have against the Indemnitors, but only to the extent that such expenses would be advanced, and such expenses, judgments, penalties, fines and amounts paid in settlement would be payable, in each case pursuant to the Existing D&O Indemnification Terms and (v) Buyer irrevocably waives, relinquishes and releases the Indemnitors from any and all claims against the Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof in respect of the matters set forth in this Section 10.13(b). Buyer further agrees that no advancement or payment by an Indemnitor on behalf of a D&O Indemnified Party with respect to any claim for which a D&O Indemnified Party has sought indemnification from Buyer shall affect the foregoing and the applicable Indemnitor shall have a

right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the D&O Indemnified Party against Buyer. Buyer and the D&O Indemnified Parties agree that the Indemnitors are express third party beneficiaries of the terms of this Section 10.13.

(c) Without limiting Section 10.13(a), in the event a Claim is brought against any D&O Indemnified Party (whether arising before or after the Closing Date), nothing in this Section 10.13 shall limit the D&O Indemnified Party's(ies') right, to the extent provided pursuant to the Existing D&O Indemnification Terms, to retain counsel satisfactory to him or her (and Buyer shall (to the extent such coverage would be available pursuant to the Existing D&O Indemnification Terms) pay the fees and expenses of such counsel (to the extent such fees and expenses constitute D&O Indemnified Liabilities) for the D&O Indemnified Party promptly as statements therefor are received), *provided* that, to the extent the D&O Indemnified Party(ies) would retain control of any such defense pursuant to the Existing D&O Indemnification Terms, the D&O Indemnified Party(ies) shall retain control of any such defense.

(d) In the event that Buyer or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger; or (ii) sells, transfers or conveys to any Person or Persons acting in concert all or substantially all of its properties and assets, or ownership of a majority of equity representing the right to control the management of Buyer, then, and in each such case, Buyer shall cause proper provision to be made so that the successors and assigns of Buyer shall assume all of the obligations of Buyer set forth in this Section 10.13.

(e) Each manager that is included in the D&O Indemnified Parties is identified on Schedule 10.13(e).

10.14 Rights of Use. The Parties recognize that, under current BSEE policy, BSEE will recognize only a single entity as the holder of a right of use and easement (each, a "***RUE***"). The Parties agree that RUE No. OCS-G 30329 covering the South Marsh Island 132 Platform B (Complex ID 21982) shall be held by Fieldwood Energy I (upon completion of the anticipated Divisive Merger) on behalf of both itself and Buyer; the Parties agree that, as a contractual matter between themselves, Fieldwood Energy I and Buyer shall each own a one-half interest in such platform and shall each be responsible for one half of the costs and obligations (for operating, decommissioning and otherwise) relating to such platform. The Sellers and Buyer will use commercially reasonable efforts to obtain, to the extent required by BSEE, replacement Right of Use Agreements with respect to each Right of Use Agreement listed on Schedule 10.14 at, or as promptly as practicable following, the Closing. The rights of the Sellers and Buyer to use, and the obligations with respect to, any RUE listed in **Part 1** of Schedule 10.14 shall be governed by the terms of the joint operation agreements from the Lease(s) associated with such RUE.

10.15 Post-Closing Agreements. On the date of the consummation of the transactions contemplated by the Divisive Merger, each Seller shall, and shall cause its applicable Affiliates to, and Buyer shall, deliver counterparts to the TSA, the SEMS Bridging Agreement, the ST 308 Performance Bond, the Farmout Agreement, and each of the Joint Operating Agreement Amendments.

10.16 Effective Date Payments. On the Effective Date, the Sellers will pay, or cause to be paid, each of the Effective Date Cash Obligations that is to be paid on the Effective Date pursuant to the Plan to the applicable payees thereof.

## ARTICLE XI ASSUMPTION AND RETENTION OF LIABILITIES

11.1 Buyer's Assumption of Liabilities. Subject to the terms of this Agreement, if the Closing occurs, Buyer shall be deemed to have assumed (and shall pay, perform and discharge) the following Liabilities of the Sellers, as of the Closing (collectively, the "***Assumed Liabilities***"):

(a) all Liabilities to the extent arising out of the Leases and the Assigned Contracts that are Acquired Interests, but, as to such Leases and such Assigned Contracts that constitute Other Assets, only to the extent that such Liabilities arise after the Closing;

(b) all Liabilities to the extent arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than the Leases and Assigned Contracts), but, as to the Other Assets that are Acquired Interests, only to the extent that the acts, omissions, events or conditions giving rise thereto first arise, occur or come into existence after the Closing;

(c) all Liabilities to assess, remediate, remove, transport or dispose as required under Environmental Law any Environmental Contaminants present as of the Closing at the Acquired Interests;

(d) all Liabilities (whether arising before, at or after the Closing) to the extent arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any Field Assets that are Acquired Interests to the extent required under applicable Law or the terms of the applicable Leases, but, as to such Field Assets that constitute Other Assets, excluding any monetary fines and penalties to the extent that such monetary fines and penalties arise from or relate to facts or conditions existing or occurring at or before the Closing;

(e) all Liabilities to the extent arising out of any Imbalances attributable to the Acquired Interests;

(f) all Liabilities to the extent arising out of any Suspense Funds delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of any Suspense Funds (or any escheat or other Laws related thereto) before the Closing;

(g) all Liabilities to the extent arising out of any Prepaid JOA Funds or Undisbursed Revenue, in each case, that is delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of Prepaid JOA Funds or Undisbursed Revenue (or any escheat or other Laws related thereto) before the Closing;

(h) all Liabilities assumed by Buyer pursuant to Section 6.8;

(i) all Liabilities for Taxes attributable to the Acquired Interests other than the Retained Taxes;

(j) all Liabilities relating to (i) any Seller Employee who becomes a Transferred Employee, that arise at, before or after the Closing, in each case unless such claim is (A) discharged under the Plan or (B) covered by insurance and (ii) any Employee Severance that becomes due and payable following the Closing;

(k) all indemnities of Buyer under Section 1.2, Section 2.3, Section 2.4 and Section 2.5;

(l) all Working Capital Liabilities;

(m) the D&O Indemnified Liabilities;

(n) all Liabilities arising out of or relating to any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(i), Section 1.2(w) and Section 1.2(rr) to the extent that if treated as Retained Liabilities such defenses would not constitute general unsecured claims of the Sellers; and

(o) the Allowed FLFO Claims (as defined in the Plan) remaining following distribution of the FLFO Distribution Amount (as defined in the Plan) pursuant to the Plan (as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan)).

Notwithstanding anything to the contrary herein, Assumed Liabilities shall not include any surety bond premiums, indemnity obligations or other obligations on account of surety bonds that were obtained by the Sellers.

**11.2 Sellers' Retention of Liabilities.** Notwithstanding anything to the contrary set forth in this Agreement or in any other document or instrument entered into in connection with this Agreement, the Parties expressly acknowledge and agree that Buyer is assuming only the Assumed Liabilities and is not assuming any other Liability of any Seller. All other Liabilities of each Seller or any of its Affiliates (or any predecessor of any Seller or any of its Affiliates or any prior owner of all or part of their businesses and assets) shall be retained by and remain Liabilities of such Seller and its Affiliates (all such Liabilities not being assumed being herein referred to as the “***Retained Liabilities***”) including the following:

(a) all Liabilities arising out of the Leases and the Assigned Contracts except those Liabilities set forth in Section 11.1(a);

(b) all Liabilities arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any assets, properties or leases, except those Liabilities set forth in Section 11.1(d);

(c) all Liabilities relating to the presence of Environmental Contaminants, except those Liabilities set forth in Section 11.1(c);

(d) [reserved];

(e) all current liabilities of the Sellers and their Subsidiaries, including all expenses and accounts, notes and other payables (other than the Working Capital Liabilities);



(f) all Liabilities arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than Leases and Assigned Contracts) prior to or as of the Closing, except those liabilities set forth in Section 11.1(b);

(g) all indebtedness, whether or not encumbering all or any portion of the Acquired Interests (other than the Working Capital Liabilities);

(h) all Liabilities arising out of any Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds (except for those Liabilities described in Sections 11.1(f) and Section 11.1(g));

(i) [reserved];

(j) all Liabilities arising out of or relating to the Decommissioning Agreement and Apache PSA;

(k) all Liabilities related to, resulting from or otherwise arising out of or relating to any Excluded Assets (other than the Working Capital Liabilities);

(l) all Liabilities arising out of or relating to any Seller's breach of this Agreement;

(m) all Liabilities for (a) Taxes of the Sellers or Taxes relating to the Acquired Interests (other than Fieldwood U.A. Interests) or the Assumed Liabilities with respect to any Pre-Closing Tax Period (including Property-Related Taxes and Production Taxes that are allocated to the Pre-Closing Tax Period pursuant to Section 6.12), (b) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, with respect to any Pre-Closing Tax Period; (c) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, as a result of having been a member of any Company Group; and (d) Transfer Taxes solely to the extent such Transfer Taxes are the responsibility of the Sellers pursuant to Section 6.12 (the "**Retained Taxes**");

(n) all Liabilities for non-compliance by the Sellers or Buyer (or any of their respective Affiliates) with any bulk sales, bulk transfer or similar Law;

(o) all Liabilities relating to any current or former independent contractor of any Seller or any of its Affiliates or any Seller Employee or other current or former employee of any Seller or any of its Affiliates who does not become a Transferred Employee, that arise at, before or after the Closing (except for those Liabilities assumed by Buyer pursuant to Section 6.8(c));

(p) all Liabilities arising out of or relating to any Claim with respect to facts and circumstances existing prior to the Closing, including Liabilities for any fines or penalties relating thereto, except (i) as provided in Section 11.1(b) through Section 11.1(h) and (ii) any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(i), Section 1.2(w) and Section 1.2(rr) except to the extent that if treated as Retained Liabilities such defenses would constitute general unsecured claims of the Sellers;



(q) all Liabilities relating to an Employee Plan that is not an Assumed Employee Plan;

(r) Liabilities satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order; and

(s) all Effective Date Cash Obligations.

Notwithstanding anything contained in this Section 11.2 or elsewhere in this Agreement or any Ancillary Document, Assumed Liabilities shall include all Fieldwood Energy I Closing Accounts Payable.

11.3 Reservation as to Third Persons. Nothing herein is intended to limit or otherwise waive any recourse Buyer or the Sellers may have against any Third Person for any Liabilities that may be incurred with respect to the Acquired Interests.

## **ARTICLE XII MISCELLANEOUS**

12.1 Expenses. Except as otherwise specifically provided herein or in any order of the Bankruptcy Court, all fees, costs and expenses (including engineering, land, title, legal, accounting, consulting and other professional fees, costs and expenses) (excluding any fees, costs and expenses incurred by the Prepetition FLTL Agents and the Prepetition FLTL Agents Advisors (each as defined in the Plan)) incurred by Buyer, Buyer 2 or the Sellers in negotiating this Agreement, the Ancillary Documents or in consummating the transactions contemplated herein or therein shall be paid by the Party incurring the same whether or not the Closing shall have occurred. Buyer shall be solely responsible and pay for all recording fees related to the transfer of the Acquired Interests; *provided* that if any such recording fees are required to be paid prior to the Closing the Sellers shall pay such recording fees when due.

12.2 Notices. All notices and communications required or permitted to be given hereunder (each, a “**Notice**”) shall be in writing and shall be delivered personally, or sent by certified U.S. mail, postage prepaid with return receipt requested, bonded overnight courier, by facsimile or email transmission (provided any such facsimile or email transmission is confirmed either orally or by written confirmation), addressed to the appropriate Party at the address for such Party shown below:

If to Buyer or Buyer 2:

[ ]

If to the Sellers:

c/o Fieldwood Energy LLC  
2000 W. Sam Houston Pkwy. S., Suite 1200  
Houston, Texas 77042  
Attention: Mike Dane  
Thomas R. Lamme  
Jon Graham  
Email: MDane@fwelc.com  
TLamme@fwelc.com  
JGraham@fwelc.com

with a copy (which will not constitute notice)  
to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: Damian Schaible  
Natasha Tsiouris  
Cheryl Chan  
Email: damian.schaible@davispolk.com  
natasha.tsiouris@davispolk.com  
cheryl.chan@davispolk.com

with a copy (which will not constitute notice)  
to:

Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Attention: Rodney L. Moore  
Samuel C. Peca  
Matt Barr  
Alfredo R. Perez  
Jessica Liou  
Email: rodney.moore@weil.com  
samuel.pec@weil.com  
matt.barr@weil.com  
alfredo.perez@weil.com  
jessica.liou@weil.com

and

Seward & Kissel LLP  
One Battery Park Plaza  
New York, New York 10004  
Attention: John R. Ashmead  
Gregg S. Bateman  
Catherine LoTempio

Email: ashmead@sewkis.com  
bateman@sewkis.com  
lotempio@sewkis.com

Any Notice given in accordance herewith shall be deemed to have been given and received upon:  
(a) if by personal delivery, then upon receipt (except, if a Notice is received at or after 5:00 p.m. Central Time or on a day that is not a Business Day, it shall be deemed received on the next Business Day), (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice, (c) if sent by facsimile or email transmission, the date such facsimile or email transmission is confirmed either orally or by written confirmation, or (d) if by bonded overnight courier, the date shown on the notice of delivery. Any Party may change

the address, facsimile number or email address to which Notices are to be addressed by giving written notice to the other Party in the manner provided in this Section 12.2.

12.3 Amendments. Except as set forth in Section 1.2, Section 2.1, Section 2.3(b), Section 2.4, Section 2.6 and Section 6.7, this Agreement, including all Exhibits and Schedules hereto, may be amended or modified only by an agreement in writing executed by all of the Parties.

12.4 Waiver. No Party shall be deemed to have waived or discharged any claim arising out of this Agreement, or any power, right, privilege, remedy or condition under this Agreement, unless the waiver or discharge of such claim, power, right, privilege, remedy or condition is expressly set forth in a written instrument duly executed and delivered by the Party against whom the waiver or discharge is sought to be enforced. A waiver or discharge made on one occasion or a partial waiver or discharge of any power, right, privilege, remedy or condition shall not preclude any other or further exercise or enforcement of such power, right, privilege or remedy or requirement to satisfy such condition. Except as expressly provided otherwise in this Agreement, the rights of each Party under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

12.5 No Third-Party Beneficiaries. Nothing in this Agreement entitles any Person other than Buyer, Buyer 2 and the Sellers, including Fieldwood Energy I and GOM Shelf and their Subsidiaries, to any claims, remedy or right of any kind; *provided, however*, (a) the D&O Indemnified Parties are intended to be, and shall be, third party beneficiaries of Section 10.12, (b) the Non-Recourse Parties are intended to be, and shall be, third party beneficiaries of Section 12.14 and (c) the Seller Indemnified Parties are intended to be, and shall be, third party beneficiaries of the rights of Seller Indemnified Parties specified in Article XIII. From and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the Sellers' rights under this Agreement.

#### 12.6 Assignment.

(a) Subject to Section 12.6(b), neither this Agreement nor any rights, interests or obligations hereunder shall be assigned by any Party by operation of Law or otherwise without the other Party's express written consent (which may be granted or withheld in the sole discretion of such other Party); *provided, however*, that Buyer and Buyer 2 shall be permitted, upon notice to the Sellers, to assign all or part of its respective rights or obligations hereunder (including obligations related to the Assumed Liabilities) to any wholly-owned Subsidiary of NewCo (as defined in the Plan) and the Sellers may assign their respective rights and obligations under this Agreement to any liquidating trust or other similar representative of the Sellers created or appointed pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, no assignment of any rights hereunder shall relieve the assigning Party of any obligations or responsibilities hereunder.

(b) If a Liquidating Trust is established, from and after the formation of the Liquidating Trust, subject to the terms of the Confirmation Order, all rights and obligations of the Sellers under this Agreement shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of the rights of the Sellers under this Agreement.

12.7 Counterparts. This Agreement and any amendment hereto may be executed by Buyer, Buyer 2 and the Sellers in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement. Notwithstanding anything to the contrary in Section 12.2, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

12.8 Governing Law; Jurisdiction; Venue; Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, termination, performance or non-performance of this Agreement, or any Ancillary Document (unless such Ancillary Document provides for the application of the laws of another jurisdiction) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim; *provided, however*, that, if the Bankruptcy Cases have been closed pursuant to Section 350(a) of the Bankruptcy Code (or in the event that the Bankruptcy Court determines that it does not have jurisdiction), all Claims arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in the Borough of Manhattan, New York, New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Claim and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim. The Parties consent to service of process by mail (in accordance with Section 12.2) or any other manner permitted by Law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION, TERMINATION, PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ANCILLARY DOCUMENT (UNLESS SUCH ANCILLARY DOCUMENT PROVIDES OTHERWISE).

12.9 Entire Agreement. This Agreement (including the Exhibits, Schedules and Disclosure Schedules), the Ancillary Documents and the Plan constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all negotiations, prior

discussions and prior agreements and understandings relating to such subject matter. In the event of any conflict between this Agreement, any Ancillary Document and the Plan, this Agreement will control.

12.10 Binding Effect. This Agreement shall be binding in all respects against (a) the Sellers and all of their successors and permitted assigns (including, for the avoidance of doubt, any trustee, examiner or other fiduciary appointed in the Bankruptcy Case) and (b) Buyer, Buyer 2 and all of their respective successors and permitted assigns.

12.11 Time of the Essence. Time is of the essence for this Agreement.

12.12 No Partnership; No Fiduciary Duty. This Agreement shall not create and it is not the purpose or intention of the Parties to create any partnership, mining partnership, joint venture, general partnership or other partnership relationship and none shall be inferred. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties for any purpose.

12.13 Obligations of the Sellers. The Liabilities, obligations, representations, warranties and covenants of the Sellers in this Agreement and in the Ancillary Documents are solidary (as that term is used under Louisiana law) and joint and solidary (as that phrase is used under Texas law). Fieldwood shall cause each other Seller to comply with such Seller's obligations under this Agreement, including with respect to the transfer and assignment of the Acquired Interests and Assumed Liabilities and the obligations in Section 6.1.

12.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any Ancillary Document, each Party, on behalf of itself and its Affiliates and their respective representatives, covenants, agrees and acknowledges that no Person other than the Parties (and their respective successors or assignees, as applicable) has any obligation hereunder and that, neither any Party, their respective Affiliates or their respective representatives, shall have any right of recovery under this Agreement or any Ancillary Document against, and no personal liability under this Agreement or any Ancillary Document shall attach to, any Party's former, current or future debt or equity financing sources, equity holders, controlling Persons, directors, officers, employees, general or limited partners, members, managers, Affiliates or agents, or any former, current or future equity holder, controlling Person, director, officer, employee, general or limited partner, member, manager, Affiliate or agent of any of the foregoing (collectively, each of the foregoing but not including the Parties, a "***Non-Recourse Party***"), whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil, by or through a claim by or on behalf of any Party against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable Law, whether in contract, tort or otherwise. Without limiting the foregoing, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Parties or their respective Affiliates shall have any liability for any obligations or liabilities of the Parties under this Agreement of or for any Claim based on, in respect of, or by reason of, the transactions contemplated hereby.

12.15 Disclosure Schedules. All references to Schedules in Article IV and Article V of this Agreement are referred to in this Section 12.15 as "***Disclosure Schedules***". The information

in the Disclosure Schedules constitutes exceptions, qualifications and/or supplements to particular representations or warranties of the Sellers, Buyer and Buyer 2 as set forth in this Agreement. The Disclosure Schedules shall not be construed as indicating that any disclosed information is required to be disclosed, and no disclosure shall be construed as an admission that such information is material to, outside the ordinary course of business of, or required to be disclosed by, the Sellers, Buyer or Buyer 2 or constitutes, individually or in the aggregate, a Material Adverse Effect. Capitalized terms used in the Schedules that are not defined therein and are defined in this Agreement shall have the meanings given to them in this Agreement. The captions contained in the Schedules are for the convenience of reference only, and shall not be deemed to modify or influence the interpretation of the information contained in the Disclosure Schedules or this Agreement. The statements in each Schedule of the Disclosure Schedules qualify and relate to the corresponding provisions in the Sections of this Agreement to which they expressly refer and to each other Section in Article IV or Article V of this Agreement to which the applicability of a statement or disclosure in a particular Schedule of the Disclosure Schedules is readily apparent on its face.

#### 12.16 Other Contract Interpretation.

(a) Headings. The headings of the Exhibits, Schedules, Articles, Sections, and subsections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any provision of this Agreement. All references in this Agreement to any “Section,” “Article,” “Annex,” “Exhibit,” or “***Schedule***” are to the corresponding Section, Article, Annex, Exhibit or Schedule of this Agreement unless otherwise specified (subject to Section 12.15).

(b) Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, it shall not affect the validity or enforceability of the other provisions here and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby fulfilled to the greatest extent possible.

(c) Agreement Not to Be Construed Against Drafter. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, both this Agreement and the Ancillary Documents will be construed as if drafted jointly by the Parties. No presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement or any Ancillary Document.

(d) Miscellaneous Interpretation. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day. Whenever the words “include,” “***includes***” or “***including***” are used in this Agreement, they will be deemed to be followed by the words “***without limitation***” and shall not be construed to limit any general statement that it follows to the specific or similar items or



matters immediately following. Unless the context otherwise requires, (1) “*or*” is disjunctive but not exclusive, (2) words in the singular include the plural and vice versa, (3) the words “herein,” “hereof,” “hereby,” “*hereunder*” and words of similar nature refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited, (4) the use in this Agreement of a pronoun in reference to a Party or Person includes the masculine, feminine or neuter, as the context may require, (5) reference to any Person includes the successors and permitted assigns of that Person, (6) any reference in this Agreement to “\$” means United States dollars, (7) and reference in this Agreement to “*days*” (but not “*Business Days*”) means to calendar days, (8) reference to any law in this Agreement means such law as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time together with any rules or regulations promulgated thereunder, (9) any reference in this Agreement to “*related to*”, “*relating to*” or a similar phrase, in each case, in respect of the business of the Sellers, the Acquired Interests, or any other matter means, unless the context otherwise requires, “*related in whole or in part to*”, “*relating in whole or in part to*” or a similar construction in the case of a similar phrase, as applicable, and (10) any reference in this Agreement to “*transactions contemplated by this Agreement*” or words of similar import includes the transactions contemplated by the other Ancillary Documents except as the context may otherwise require. The Annex, Schedules and Exhibits attached to this Agreement are deemed to be part of this Agreement and included in any reference to this Agreement. If the deadline for performance falls on a day that is not a Business Day, then the actual deadline for performance will be the next succeeding day that is a Business Day. Where this Agreement references any item being “made available” to Buyer, such item will be deemed to have been “made available” to Buyer if it was provided to Davis Polk & Wardwell LLP or any other Representative of Buyer (including through an electronic dataroom).

### ARTICLE XIII SURVIVAL AND INDEMNIFICATION

#### 13.1 Survival; Limited Recourse Against Sellers.

(a) The representations and warranties of the Sellers, Buyer and Buyer 2 contained herein and in any certificate or other writing delivered by the Sellers pursuant hereto, including any representation or warranty that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)), shall terminate upon and not survive the Closing and there shall be no liability (whether arising in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which any entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims)) thereafter in respect thereof. Nothing herein shall limit Buyer’s or Buyer 2’s remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries. Each of the covenants of the Sellers, Buyer and Buyer 2 contained in this Agreement shall terminate upon the Closing except to the extent that performance under such covenant is to take place after Closing, in which case such covenant shall survive the Closing until the earlier of (i) performance of such covenant in accordance with this Agreement or (ii) the expiration of applicable statute of limitations with respect to any claim for any failure to perform such covenant (for clarity, any

covenant that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) shall terminate upon Closing)). The intended effect of termination of representations, warranties, covenants and agreements is to bar, from and after the date of termination, any claim or cause of action based on (x) the alleged inaccuracy of such representation or breach of such warranty or (y) an alleged breach or failure to fulfill such covenant or agreement; *provided* that if a written notice of any claim with respect to any covenant to be performed after Closing is given prior to the expiration of such covenant then such covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

(b) Neither Buyer nor Buyer 2 shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of any Seller), including any Affiliate of any Seller or any lender or creditor of any Seller from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or the Sellers' breach of any representations and warranties, covenants or other provision of this Agreement. In addition, each of Buyer and Buyer 2 agree to the terms, conditions and limitations set forth in Section 1.5.

(c) No Seller shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of Buyer or Buyer 2), including any Affiliate of Buyer or Buyer 2 or any lender or creditor of Buyer or Buyer 2 from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or Buyer or Buyer 2's breach of any representations and warranties, covenants or other provision of this Agreement.

(d) For the avoidance of doubt, nothing in this Agreement shall prohibit the Sellers from ceasing operations or winding up their respective affairs following the Closing.

13.2 Indemnification by Buyer. From and after Closing, Buyer hereby agrees to indemnify and hold each Seller, Fieldwood Energy I, GOM Shelf, and each of their successors, their Affiliates and all of their respective officers, managers, directors, employees, equity owners and agents (collectively, the "***Seller Indemnified Parties***") harmless from and against any and all Liabilities (including reasonable attorneys' fees and costs incurred in connection therewith) based upon, attributable to or resulting from:

- (a) the Fieldwood Energy I Closing Accounts Payable; and
- (b) all Assumed Liabilities to the extent associated with the Co-Owned Assets that are Acquired Interests.

### 13.3 Indemnification Procedures.

(a) In the event that any proceedings shall be instituted or that any claim or demand shall be asserted by any Indemnified Party in respect of which indemnity may be sought under this Agreement (an "***Indemnification Claim***"), the Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Indemnification Claim of which it has

knowledge which is covered by such indemnity to be provided to the Indemnifying Party. Such notice shall set forth in reasonable detail such Indemnification Claim and the basis for indemnification. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligation hereunder, except to the extent such failure shall have actually prejudiced the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, and to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder. If the Indemnifying Party elects to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, it shall within thirty (30) days of receipt of the Indemnification Claim notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may control, defend against, negotiate, settle or otherwise deal with such Indemnification Claim. If the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Indemnification Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one (1) such counsel for all Indemnified Parties in connection with any Indemnification Claim. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Indemnification Claim. Notwithstanding anything in this Section 13.3 to the contrary, if the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnifying Party shall not, without the written consent of the Indemnified Party (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Indemnification Claim or consent to entry of any judgment unless the claimant provides to the Indemnified Party an unqualified release from all liability in respect of the Indemnification Claim. If the Indemnifying Party makes any payment on any Indemnification Claim, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such Indemnification Claim.

(b) After any final decision, judgment or award shall have been rendered by a Governmental Authority of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to an Indemnification Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter. In the case of an Indemnification Claim that does not involve a third-party claim, if the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following the receipt of a notice with respect to any such claim that the Indemnifying Party disputes its indemnity obligation to the Indemnified Party for any Losses with respect to such claim, such Losses shall be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall promptly pay to the Indemnified Party any and all Losses arising out of such claim. If

the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such claim, the parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to Section 12.8.

(c) The amount of any Losses payable by the Indemnifying Party shall be net of any (i) amounts recovered or recoverable by the Indemnified Party under applicable insurance policies or from any other Person alleged to be responsible therefor, and (ii) Tax benefit actually realized by the Indemnified Party arising from the incurrence or payment of any such Losses in the taxable year such Loss was incurred. If the Indemnified Party receives any amounts under applicable insurance policies, or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnifying Party in connection with providing such indemnification payment up to the amount received by the Indemnified Party, net of any expenses incurred by such Indemnified Party in collecting such amount.

(d) The Indemnifying Party shall not be liable for any (i) consequential damages (but, for the avoidance of doubt, without limiting liability for direct damages), (ii) punitive damages or (iii) Losses for lost profits.

(e) Each Indemnified Party must mitigate in accordance with applicable Law any loss for which such Indemnified Party seeks indemnification under this Agreement. If such Indemnified Party mitigates its loss after the Indemnifying Party has paid the Indemnified Party under any indemnification provision of this Agreement in respect of that loss, the Indemnified Party must notify the Indemnifying Party and pay to the Indemnifying Party the extent of the value of the benefit to the Indemnified Party of that mitigation (less the Indemnified Party's reasonable costs of mitigation) within two (2) Business Days after the benefit is received.

(f) Each Indemnified Party shall use reasonable efforts to collect any amounts available under insurance coverage, or from any other Person alleged to be responsible, for any Losses payable under an indemnity in this Agreement.

(g) Express Negligence. THE INDEMNIFICATION, RELEASE, ASSUMED LIABILITIES, RETAINED LIABILITIES, WAIVER AND LIMITATION OF LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY INDEMNIFIED PARTY.

(h) Tax Treatment of Indemnity Payments. The Sellers, Buyer and Buyer 2 agree to treat any indemnity payment made pursuant to this Agreement as an adjustment to the Consideration for federal, state, local and foreign income tax purposes. Any indemnity payment under this Agreement shall be treated as an adjustment to the value of the asset upon which the underlying Indemnification Claim was based, unless a final determination (within the meaning of Section 1313 of the Code) with respect to the Indemnified Party or any of its Affiliates causes any

such payment not to be treated as an adjustment to the value of the asset for United States federal income tax purposes.

(i) Sole and Exclusive Remedy. Except for any post-Closing payment expressly contemplated by this Agreement or any claim for a breach of a Party's covenants hereunder (to the extent not limited by Section 13.1(a)) or for Fraud (but not Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries), the remedies provided in this Article XIII and in Section 8.3 shall be the sole and exclusive legal and equitable remedies of the Parties, from and after the Closing, with respect to this Agreement and the transactions contemplated hereby, and no Person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which such entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims), it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties to the fullest extent permitted by law.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

**SELLERS:**

Fieldwood Energy Inc.

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Energy LLC

By: \_\_\_\_\_  
Name:  
Title:

Dynamic Offshore Resources NS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Energy Offshore LLC

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Onshore LLC

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood SD Offshore LLC

By: \_\_\_\_\_  
Name:  
Title:



Fieldwood Offshore LLC

By: \_\_\_\_\_  
Name:  
Title:

FW GOM Pipeline, Inc.

By: \_\_\_\_\_  
Name:  
Title:

GOM Shelf LLC

By: \_\_\_\_\_  
Name:  
Title:

Bandon Oil and Gas GP, LLC

By: \_\_\_\_\_  
Name:  
Title:

Bandon Oil and Gas, LP

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Energy SP LLC

By: \_\_\_\_\_  
Name:  
Title:

Galveston Bay Pipeline LLC

By: \_\_\_\_\_  
Name:  
Title:

Galveston Bay Processing LLC

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

**BUYER 2:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

## **Annex I**

### **Definitions**

The following terms and expressions shall have the following meanings:

**“1933 Act”** means the Securities Act of 1933, as amended, and the rules and regulations as promulgated thereunder.

**“365 Contracts”** means all Applicable Contracts and other executory contracts and unexpired leases to which a Seller is a party to the extent covering, attributable to or relating to any of the Acquired Interests or to which any of the Acquired Interests is subject or bound, in each case that may be assumed by one or more Sellers pursuant to Section 365 of the Bankruptcy Code.

**“365 Schedule”** is defined in Section 6.7(a).

**“Accounts Receivable Collections”** is defined in Section 10.12(c).

**“Accounts Receivable Setoff”** is defined in Section 10.12(b).

**“Acquired Interests”** is defined in Section 1.2.

**“Affiliate”** means, with respect to a Person, any other Person that, as of the relevant time for which the determination of affiliation is made, directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract, voting trust, membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships.

**“Agent”** is defined in the recitals.

**“Agreement”** is defined in the preamble and includes all annexes, schedules and exhibits hereto, as well as all supplements, amendments and restatements hereof.

**“Allocated Value”** means the value allocated to the applicable Acquired Interest, if any, as agreed in good faith by Buyer and the Sellers.

**“Allowed Priority Tax Claim”** has the meaning set forth in the Plan.

**“Allowed Specified Administrative Expense Claims”** has the meaning set forth in the Plan.

**“Alternative Bidder”** is defined in Section 6.4(b).

**“Alternative Transaction”** means (a) any sale, transfer or other disposition of all or a material portion of the Acquired Interests or (b) any series of sales, transfers or other dispositions of any portion of the Acquired Interests that, when taken collectively, constitutes a disposition of all or a material portion of the Acquired Interests, in each case, to any Person or Persons other than Buyer.

**“Ancillary Documents”** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the TSA, the Farmout Agreement, the ST 308 Performance Bond, the SEMS Bridging Agreement, the Assignment of Leases and Subleases, the Joint Operating Agreement Amendments, the JV Assignment Agreement, the Funding Agreement, the Release Document and any other agreement, document, instrument or certificate entered into or delivered pursuant to this Agreement.

**“Antitrust Law”** means, collectively, the HSR Act, Title 15 of the United States Code §§ 17 (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, (the Clayton Act), the Federal Trade Commission Act (15 U.S.C. §§ 41, et seq.) and the rules and regulations promulgated thereunder and any other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

**“Apache PSA”** means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache Corporation, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf and Fieldwood, as amended from time to time, and the transaction documents executed in connection therewith.

**“Applicable Consent”** means any consent, waiver or approval that is required to be obtained from, or any notice that is required to be given to, any Third Person as a result of the assignment of the Acquired Interests by the Sellers to Buyer as contemplated by this Agreement (each, a **“Consent”**) that (a) relates to an Assigned Contract, which consent, waiver or approval would be required for such Assigned Contract to be assumed and assigned to Buyer, after giving effect to Sections 365(c)(1) and 365(f)(1) of the Bankruptcy Code or (b) that relates to any Acquired Interest other than an Assigned Contract, other than, in each case, (i) for Preferential Rights and (ii) any Governmental Approvals.

**“Applicable Contracts”** means (a) all Contracts (*provided that, for clarity, any “Operating Agreement” or “Joint Operating Agreement” identified on the 365 Schedule shall be deemed a Contract for purposes of this definition*) to which a Seller is a party or is bound to the extent covering, attributable to or relating to any of the Acquired Interests or to which any of the Acquired Interests is subject or bound, including, without limitation, operating agreements, crude oil, condensate and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, exploration agreements, development agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements, confidentiality agreements and any other similar contracts, agreements and instruments, and all amendments thereto, and (b) all Easements.

**“Applicable Governmental Approval”** is defined in Section 2.4.

**“Applicable Shared Asset Interests”** means, with respect to each asset described on Schedule 1.2, the portion of the Sellers’ right, title, and interest in each such asset that corresponds to the portion of the Sellers’ right, title and interest in the Co-Owned Leases, the Co-Owned Subject Units and the Co-Owned Wells (collectively, the “Co-Owned Oil and Gas Properties”), as applicable, conveyed to Buyer under this Agreement.

***“AR Collections Period”*** is defined in Section 10.12(b).

***“Assets”*** is defined in Section 1.2.

***“Assigned 365 Contracts”*** is defined in Section 6.7(a).

***“Assigned 365 Contracts List”*** is defined in Section 6.7(a).

***“Assigned Contracts”*** means (a) the Assigned 365 Contracts and (b) all Applicable Contracts that are not 365 Contracts (other than Excluded Assets), and any and all amendments, ratifications or extensions of the foregoing.

***“Assignment and Assumption Agreement”*** means that Assignment and Assumption Agreement to be entered into at Closing by the parties thereto, in the form attached as **Exhibit I** hereto.

***“Assignment, Bill of Sale and Conveyance”*** means that Bill of Sale, Assignment and Assumption Agreement to be entered into at Closing by the parties thereto in the form attached as **Exhibit G** hereto for the Co-Owned Assets and in the form attached as **Exhibit H** hereto for the Other Assets.

***“Assignment of Leases and Subleases”*** means each Assignment and Assumption of Leases and Subleases to be entered into at Closing by the parties thereto for the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease, in the form attached as **Exhibit J** hereto.

***“Assumed Employee Plan”*** is defined in Section 4.18(a).

***“Assumed Liabilities”*** is defined in Section 11.1.

***“Avoidance Action”*** means any avoidance, preference, recovery, claim, right or cause of action of any Seller arising under Chapter 5 of the Bankruptcy Code or under any analogous state or federal bankruptcy or non-bankruptcy laws.

***“Backstop Commitment Letters”*** means the Second Lien Backstop Commitment Letter, the FLTL ERO Backstop Agreement and the SLTL ERO Backstop Agreement.

***“Backstop Commitment Premium Equity Interests”*** has the meaning set forth in the Plan.

***“Balance Sheet Date”*** is defined in Section 4.27.

***“Bankruptcy Cases”*** is defined in the recitals.

***“Bankruptcy Code”*** is defined in the recitals.

***“Bankruptcy Court”*** is defined in the recitals.

***“Bankruptcy Rules”*** is defined in the recitals.

**“BOEM”** means the Bureau of Ocean Energy Management or any successor agency thereto.

**“BOEM Qualifications”** means the Person has received a GOM qualification number from BOEM, and is able to bid on, own and hold a lease on the Outer Continental Shelf, Gulf of Mexico region.

**“BSEE”** means the Bureau of Safety and Environmental Enforcement or any successor agency thereto.

**“Business Day”** means any day other than a Saturday, a Sunday or any other day on which banking institutions in, New York, New York or Houston, Texas, are required or authorized by Law or executive order to be closed.

**“Buyer”** is defined in the preamble.

**“Buyer 2”** is defined in the preamble.

**“Buyer Grandparent”** is defined in Section 5.11(b).

**“Buyer Grandparent Equity Interests”** is defined in Section 5.1(c).

**“Buyer Intermediate”** is defined in Section 5.1(b).

**“Buyer Obligation”** is defined in Section 2.1(c).

**“Buyer Parent”** is defined in Section 5.1(b).

**“Buyer Parent Debt”** is defined in Section 2.1(c).

**“Cash Portion”** means an amount in cash (which amount shall not exceed the proceeds of (x) the Second Lien Exit Facility (as defined in the Plan) plus (y) the proceeds of the Equity Rights Offerings (as defined in the Plan), less (z) \$120,000,000; *provided*, that the amount in (z) may be reduced to an amount not less than \$100,000,000 in the sole and absolute discretion of the Buyer), equal to (a) the Effective Date Cash Obligations Amount, less (b) the Closing Cash Amount.

**“Casualty Event”** means (a) any fire, explosion, accident, earthquake, act of the public enemy, act of God or other similar event or occurrence that results in damage to or the destruction of any Acquired Interest and (b) any taking, or threatened taking, of any Acquired Interest by condemnation or under the right of eminent domain.

**“CERCLA”** is defined in the definition of Environmental Contaminants.

**“Claims”** means any and all claims, demands, Encumbrances, notices of non-compliance or violation, notices of Liability or potential Liability, investigations, incidents of non-compliance (INCs), actions (whether judicial, administrative or arbitrational), causes of action, suits, proceedings and controversies.

**“Closing”** means the consummation of the transactions contemplated in this Agreement.



**“Closing Accounts Receivable”** means all current assets of the Sellers as of the Effective Time that are included in the Working Capital Assets, other than such current assets attributable to the Acquired Interests.

**“Closing Accounts Receivables Statement”** is defined in Section 10.12(a).

**“Closing Cash Amount”** means the amount of cash in accounts of the Sellers as of immediately prior to the Effective Time, excluding all restricted cash (restricted cash includes, for the avoidance of doubt, all Suspense Funds, Excluded Suspense Funds, Prepaid JOA Funds, Excluded Prepaid JOA Funds, Undisbursed Revenue and Excluded Undisbursed Revenue), as determined in good faith by the Sellers and Buyer in accordance with GAAP.

**“Closing Date”** is defined in Section 9.1.

**“COBRA”** means Section 4980B of the Code and Sections 601 through 608 of ERISA.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company Group”** means any group of entities filing Tax Returns on an affiliated, combined, consolidated, unitary or similar basis for Tax purposes that, at any time on or before the Closing Date, includes or has included Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries.

**“Confidential Information”** is defined in Section 10.5.

**“Confirmation Hearing”** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

**“Confirmation Order”** means an order of the Bankruptcy Court in form and substance, including with respect to (i) all findings of fact and conclusions of law and (ii) the matters described in Section 2.3 through Section 2.5, acceptable to Fieldwood and the Buyer, confirming the Plan and, without limitation to the generality of the foregoing, such Confirmation Order shall provide that the transfer of the Acquired Interests to Buyer shall be, pursuant to, inter alia, Sections 105, 363, 365, 1123(a)(5)(b), 1129, 1141 and 1146 of the Bankruptcy Code, free and clear of any and all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities, which Confirmation Order shall be subject to the consent rights set forth in the Restructuring Support Agreement.

**“Confirmation Outside Date”** has the meaning set forth in the Plan.

**“Consent”** is defined in the definition of Applicable Consent.

**“Consenting Creditors”** has the meaning set forth in the Plan.

**“Consideration”** is defined in Section 2.1(a).

**“Contracts”** means any agreement, license, lease, sublease, sublicense, contract, promise, obligation, sale or purchase order, service order, indenture, note, bond, loan, mortgage, deed of trust, instrument, commitment or undertaking, including any exhibits, annexes, appendices or attachments thereto, and any amendments, modifications, supplements, extension or renewals thereto, but excluding, however (a) any Lease, easement (including the Easements), right-of-way or other instrument, in each case, creating any oil and gas mineral interest or other real property interests and (b) any Permit.

**“Conveyed”** means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, any applicable Governmental Authority.

**“Co-Owned Assets”** is defined in Section 1.2.

**“Co-Owned Assigned Contracts”** means the Assigned Contracts relating to any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Inventory.

**“Co-Owned Easements”** is defined in Section 1.2(c).

**“Co-Owned Field Assets”** means the Co-Owned Leases, Co-Owned Subject Units, Co-Owned Easements, Co-Owned Wells and Co-Owned Inventory.

**“Co-Owned Field Data”** is defined in Section 1.2(j).

**“Co-Owned Inventory”** is defined in Section 1.2(e).

**“Co-Owned Leases”** is defined in Section 1.2(a).

**“Co-Owned Records”** is defined in Section 1.2(k).

**“Co-Owned Scheduled Wells”** is defined in Section 1.2(d).

**“Co-Owned Subject Unit”** is defined in Section 1.2(b).

**“Co-Owned Subject Unit Agreement”** is defined in Section 1.2(b).

**“Co-Owned Wells”** is defined in Section 1.2(d).

**“Credit Agreement”** means that certain *Amended and Restated First Lien Credit Agreement*, dated as of April 11, 2018, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified.

**“Credit Bid and Release”** is defined in Section 2.1(a)(1).

**“Credit Bid and Release New Equity Interests”** means the New Equity Interests being distributed to the holders of Allowed FLTL Secured Claims (as defined in the Plan) pursuant to the Plan.

**“Cure Costs”** means, with respect to any given 365 Contract, all monetary liabilities, including pre-petition monetary liabilities, of the Sellers that must be paid or otherwise satisfied to cure all of the Sellers’ monetary defaults under such 365 Contract pursuant to Section 365 of the Bankruptcy Code in order for such 365 Contract to be assumed and assigned to Buyer (if applicable) as provided hereunder, as such amounts are determined by the Bankruptcy Court or approved pursuant to the assignment and assumption procedures provided for in the Plan, Confirmation Order, or herein.

**“D&O Indemnified Liabilities”** is defined in Section 10.13(a).

**“D&O Indemnified Parties”** is defined in Section 10.13(a).

**“Data Obligations”** is defined in Section 4.25(i).

**“Debtors”** is defined in the recitals.

**“Decommissioning”** has the meaning ascribed to such term in the Decommissioning Agreement.

**“Decommissioning Agreement”** means that Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended.

**“Delayed Asset”** is defined in Section 2.3(b).

**“Designation Deadline”** is defined in Section 6.7(c).

**“DIP Facility Credit Agreement”** means that certain *Senior Secured Debtor-in-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

**“Direction Letter”** is defined in the recitals.

**“Disclosure Schedules”** is defined in Section 12.15.

**“Disclosure Statement”** means the Disclosure Statement For Joint Chapter 11 Plan Of Fieldwood Energy LLC And Its Affiliated Debtors, as may be amended, modified, or supplemented from time to time in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

**“Disclosure Statement Order”** means an order of the Bankruptcy Court approving the Disclosure Statement.

**“Divisive Merger”** has the meaning set forth in the Plan.

**“Divisive Merger Effective Time”** means the effective time of the Divisive Merger.

**“Easements”** means the Co-Owned Easements and Other Easements.

**“Effective Date”** means the **“Effective Date”** of the Plan.

**“Effective Date Cash Obligations”** means the Sellers’ obligations under the Confirmation Order, the Plan, the Plan of Merger and the transactions contemplated thereby and this Agreement, including, without limitation, collectively: (i) the DIP Claims (as defined in the Plan) and related fees and expenses as provided in Section 2.4 of the Plan, (ii) the FLFO Distribution Amount (as defined in the Plan), (iii) the Professional Fee Escrow Amount (as defined in the Plan), (iv) the Restructuring Expenses (as defined in the Plan), (v) any Allowed Postpetition Hedge Claims, (vi) any Cure Amounts (as defined in the Plan), (vii) any Allowed Administrative Expense Claims (as defined in the Plan) not otherwise included in the other subsections of this definition, (viii) any Allowed Priority Tax Claims (as defined in the Plan), (ix) any Allowed Priority Non-Tax Claims (as defined in the Plan), (x) any Allowed Other Secured Claims (as defined in the Plan), (xi) the Plan Administrator Expense Reserve Amount (as defined in the Plan), (xii) the FWE I Cash Amount (as defined in the Plan of Merger), (xiii) an amount for the initial capitalization of Fieldwood Energy III as determined by the Sellers and the Majority Backstop Parties (as defined in the Second Lien Backstop Commitment Letter), (xiv) any cash distributions to holders of Allowed Unsecured Trade Claims (as defined in the Plan), (xv) any other amounts as agreed between the Sellers and the Required DIP Lenders (as defined in the Plan) and the Requisite FLTL Lenders (as defined in the Plan), (xvi) amounts due or to become due after the Closing pursuant to any Governmental Settlement Agreement and (xvii) the amounts of any Claims asserted prior to the Closing with respect to facts and circumstances existing prior to the Closing (except to the extent such amounts constitute general unsecured claims of the Sellers), including, but not limited to, (1) Claims for personal injury or damage to third party property (but with respect to such Claims that are covered by insurance policies, including for the avoidance of doubt, such Claims for personal injury or damage to third party property only to the extent of the applicable deductible or retention amount under the applicable insurance policies covering such Claims) and (2) fines and penalties related to such Claims, including Claims described in the preceding clause (1) (except to the extent such Claims or related Liabilities (x) constitute Assumed Liabilities or (y) are satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order), in each case of clauses (i) through (xvii) solely to the extent not paid by the Sellers prior to Closing.

**“Effective Date Cash Obligations Amount”** means the amount of cash necessary to satisfy the Effective Date Cash Obligations, as determined in good faith by the Sellers and Buyer.

**“Effective Time”** is defined in Section 1.4.

**“Employee List”** is defined in Section 4.17(a).

**“Employee Plan”** is defined in Section 4.18(a).

**“Employee Severance”** is defined in Section 6.8(c).

**“Employment Agreements”** is defined in Section 6.22.

**“Encumbrance”** means any encumbrance, license, right of first refusal, mortgage, deed of trust, pledge, security interest, lien, privilege, charge of any kind (including any agreement to grant any of the foregoing), adverse claim of any kind, capital lease, conditional sale or title retention agreement, lease or sublease in the nature thereof or the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

**“End Date”** is defined in Section 8.1(b)(i).

**“Environmental Contaminants”** means “hazardous substances” and “pollutants or contaminants” as those terms are defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), petroleum, including any fraction thereof, any “natural gas, natural liquids, liquefied natural gas, or synthetic gas usable for fuel” as those terms are used in Section 101 of CERCLA, any “solid or hazardous waste” as those terms are defined or used in the Resource Conservation and Recovery Act and any industrial or oil and gas wastes regulated by applicable rules of any relevant Governmental Authority. The term also includes NORM concentrated, disposed of, released from or present on any Field Assets or resulting from or in association with Hydrocarbon activities on any Field Assets.

**“Environmental Law”** means all applicable Laws (including the CERCLA, the Resource Conservation and Recovery Act, the Oil Pollution Act of 1990 and such other applicable Laws relating to the Release, management or disposal of Environmental Contaminants including oilfield waste, in each case as amended from time to time) relating to the protection of the environment or protection of human health (to the extent relating to exposure to Environmental Contaminants).

**“Equity Rights Offerings”** has the meaning set forth in the Plan.

**“Equity Rights Offering New Equity Interests”** means the New Equity Interests issuable upon exercise of the FLTL Subscription Rights and SLTL Subscription Rights in accordance with the Plan.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“ERISA Affiliate”** is defined in Section 4.18(a).

**“Excluded Assets”** is defined in Section 1.3.

**“Excluded Contracts”** is defined in Section 6.7(c).

**“Excluded Prepaid JOA Funds”** means any funds received by the Sellers (in their capacity as operator of any Excluded Assets) on account of working interest owners in Excluded Assets as prepayments for items under operating or other agreements.

**“Excluded Suspense Funds”** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

***“Excluded Undisbursed Revenue”*** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

***“Execution Date”*** is defined in the preamble.

***“Existing D&O Indemnification Terms”*** is defined in Section 10.13(a).

***“Farmout Agreement”*** means that Farmout Agreement by and among Fieldwood Energy I, GOM Shelf and Buyer, in the form attached hereto as **Exhibit T**.

***“FCPA”*** is defined in Section 4.26.

***“Field Assets”*** means the Leases, Subject Units, Easements, Wells and Inventory.

***“Field Data”*** means the Co-Owned Field Data and Other Field Data.

***“Fieldwood”*** is defined in the preamble.

***“Fieldwood Energy I”*** means a Texas limited liability company to be formed pursuant to the Plan of Merger under the name Fieldwood Energy I LLC (or such other name as may be substituted therefor in the final, as filed version of the Plan of Merger).

***“Fieldwood Energy I Closing Accounts Payable”*** means, whether classified on the books and records of the Sellers as an account payable or otherwise, expenses of the Sellers incurred by any Seller as of the Effective Time but not yet paid as of the Effective Time and attributable to the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties, including, without limitation:

(a) payables arising from the exploration of and production and sale of oil and gas from the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties;

(b) payables to third parties on account of third party working interest owners to the extent that there is a corresponding joint interest billing receivable included in the Fieldwood Energy I Closing Accounts Receivable;

(c) obligations for Royalties in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties and sold prior to and unpaid as of the Effective Time (*provided* that if a Royalty reporting, miscalculation, or underpayment claim is asserted after the Effective Time with respect to any Royalty paid prior to the Effective Time such claim or obligation shall not be deemed a Fieldwood Energy I Closing Accounts Payable except to the extent any such reporting, miscalculation, or underpayment claim (i) totals more than \$1,000,000, (ii) arises out of the willful misconduct of the person or persons performing such reporting, calculations, or payments as determined by a final, non-appealable



judgment of a court or other tribunal having jurisdiction) and (iii) is asserted within three (3) years of the Closing Date;

(d) the GOM Shelf and FW GOM Pipeline Payables;

*provided*, that, Fieldwood Energy I Closing Accounts Payable shall exclude:

(i) obligations for FWE I Suspense Funds, Excluded Suspense Funds and Excluded Prepaid JOA Funds;

(ii) Interim Unpaid P&A Expenses;

(iii) obligations to pay Royalties on Hydrocarbons produced from FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties and sold from and after the Effective Date;

(iv) payables to third parties on account of third party working interest owners other than those described in clause (b) above;

(v) any Royalty reporting, miscalculation, or underpayment claim in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties except as described in clause (c) above;

(vi) any fines or penalties levied or imposed by governmental authorities prior to the Effective Time with respect to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(vii) P&A Obligations and Decommissioning expenses; and

(viii) obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order.

***“Fieldwood Energy I Closing Accounts Receivable”*** means all accounts, notes and other receivables of the Sellers attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties as of the Effective Time, including all accounts, notes and other receivables attributable to the sale of oil or gas produced and sold from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties prior to or as of the Effective Time and joint interest billing receivables for expenses paid by the Sellers as of the Effective Time or for which a payable is included in the Fieldwood Energy I Closing Accounts Payable; *provided* “Fieldwood Energy I Closing Accounts Receivable” shall exclude the Specified Excluded Receivables.

***“Fieldwood Energy III”*** means Fieldwood Energy III LLC, a Texas limited liability company.

***“Fieldwood Mexico”*** means Fieldwood Mexico B.V., a Dutch private company.

***“Fieldwood U.A.”*** means Fieldwood Coöperatief U.A.

**“Fieldwood U.A. Interests”** is defined in Section 1.2(oo).

**“Final Allocation”** is defined in Section 2.2.

**“Final Order”** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

**“Financial Statements”** means (a) the consolidated quarterly financial statements (unaudited) of Sellers for the fiscal quarter ended September 30, 2020 and the elapsed portion of the fiscal year then ended and (b) the consolidated annual financial statements of Sellers for the year ended December 31, 2019.

**“FLTL ERO Backstop Agreement”** has the meaning set forth in the Plan.

**“FLTL Subscription Rights”** means the “FLTL Subscription Rights” as defined in the Plan.

**“Foreign Antitrust Approvals”** is defined in Section 6.5(a).

**“Fourth Amendment to Office Sublease”** is defined in the definition of Office Sublease.

**“Fraud”** means common law fraud and requires (a) a false representation with respect to a representation or warranty made by Sellers in Article IV or any certificate delivered by Sellers hereunder, (b) knowledge or belief that the representation was false when made, (c) with intent to induce, and (d) justifiable reliance upon the representation (it being acknowledged that each of Buyer and Buyer 2 has relied on each of the representations in Article IV and the certificates delivered hereunder).

**“Fundamental Representations”** means the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.3(a), Section 4.4, Section 4.5, Section 4.31(a) and Section 4.31(f).

**“Funding Agreement”** means a Funding Agreement by and between Buyer and Fieldwood, in the form attached hereto as **Exhibit W**.

**“FW GOM Pipeline”** is defined in the preamble.

***“FWE I Assets”*** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests and the Specified P&A Equipment.

***“FWE I Obligations”*** has the meaning set forth in Part B of Schedule I to the Plan of Merger.

***“FWE I Oil and Gas Properties”*** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

***“FWE I Suspense Funds”*** means all funds held in suspense (i) by Fieldwood to the extent attributable to any of the FWE I Assets and (ii) by GOM Shelf, and any interest accrued in escrow accounts for such suspended funds.

***“GAAP”*** means generally accepted accounting principles in the United States of America, consistently applied.

***“GOM Shelf”*** is defined in the preamble.

***“GOM Shelf and FW GOM Pipeline Payables”*** means the payables of GOM Shelf and FW GOM Pipeline as of the Effective Time (as determined consistent with the definition of Fieldwood Energy I Closing Accounts Payable).

***“GOM Shelf Oil and Gas Properties”*** has the meaning set forth in the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

***“Governmental Approval”*** means any authorization, consent, approval, exemption, franchise, permit or license of, or filing with, or notice or any other action by, any relevant Governmental Authority.

***“Governmental Authority”*** means any transnational, domestic or foreign governmental or quasi-governmental federal, state, provincial, county, city, regulatory or administrative authority or other political subdivision or any officer, department, bureau, agency, commission, court or other statutory or regulatory body or instrumentality thereof.

***“Governmental Settlement Agreement”*** is defined in Section 6.17.

***“GUC Warrants”*** has the meaning set forth in the Plan.

***“Hedges”*** is defined in Section 1.2(hh).

***“HSR Act”*** means the Hart-Scot-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder.

***“Hydrocarbons”*** is defined in Section 1.2(g).

**“Imbalance”** means (a) any imbalance between (i) the quantity of Hydrocarbons produced from any well and allocated to a Person from time to time and (ii) the share of such production to which such Person is actually entitled by virtue of its ownership interest in such well or in the lease or unit under which such well is produced and (b) any imbalance between (i) the quantity of Hydrocarbons produced from any oil and gas asset and actually delivered from a Third Person pipeline and allocated to a Person from time to time and (ii) the share of such Hydrocarbons to which such Person is actually entitled to receive from such Third Person pipeline.

**“Implementation Agreement”** means that certain Apache Term Sheet Implementation Agreement dated January 1, 2021, by and between Fieldwood, GOM Shelf, Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

**“Indemnification Claim”** is defined in Section 13.3(a).

**“Indemnified Party”** means a Party entitled to indemnification under this Agreement, whether on behalf of itself or, with respect to the Sellers, any of the Seller Indemnified Parties.

**“Indemnifying Party”** means a Party from whom indemnification is sought under this Agreement by an Indemnified Party.

**“Indemnitors”** is defined in Section 10.13(b).

**“Initial Allocation”** is defined in Section 2.2.

**“Intellectual Property”** means any and all intellectual property rights or industrial property rights throughout the world, including all (a) national and multinational statutory invention registrations, patents and patent applications of any type issued or applied for in any jurisdiction, including all provisionals, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and the equivalents of any of the foregoing in any jurisdiction, and all inventions disclosed in each such registration, patent or patent application, (b) trademarks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, whether or not registered, in any jurisdiction, and all registrations and applications for registration of the foregoing in any jurisdiction, and all goodwill associated with the foregoing (collectively, **“Trademarks”**), (c) copyrights (whether or not registered) and registrations and applications for registration thereof in any jurisdiction, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, regardless of the medium of fixation or means of expression, (d) trade secrets, information, data, specifications, processes, methods, know-how, formulae, techniques, schematics, drawings, blueprints, utility models, designs, technology, software, inventions, discoveries, ideas and improvements, including manufacturing information and processes, engineering and other manuals and drawings, standard operating procedures, flow diagrams, technical information, research records and similar data and information, (e) database rights, industrial designs and industrial property rights and (f) the right to assert, claim or sue and collect damages for the past, present or future infringement, misappropriation or other violation of any of the foregoing.

**“Interim Period”** means the period from the Execution Date through and including the Closing Date.

***“Interim Unpaid P&A Expenses”*** means all incurred but unpaid expenses incurred by Fieldwood for Plugging and Abandonment costs and expenses on the FWE I Oil and Gas Properties between the filing on August 3, 2020, of the Bankruptcy Cases and the Divisive Merger Effective Time to the extent not paid as of the Divisive Merger Effective Time.

***“Inventory”*** means the Co-Owned Inventory and Other Inventory.

***“IRS”*** means the Internal Revenue Service of the United States.

***“Joint Operating Agreement Amendment”*** means the amendments to jointly owned properties operating agreements with respect to those Co-Owned Leases (or portion thereof) that are not subject to any Assigned Contract that is a joint operating agreement or unit operating agreement with one or more Third Persons, in each case that is in form and substance acceptable to Buyer.

***“JV Assignment Agreement”*** means the Assignment Agreements (or equivalent) and related instruments to be entered into at Closing by the parties thereto with respect to the transfer of the Fieldwood U.A. Interests and the JV Interests pursuant to this Agreement, in each case that is in form and substance acceptable to Buyer.

***“JV Interests”*** is defined in Section 1.2(oo).

***“JV Shares”*** is defined in Section 4.31(c).

***“Knowledge”*** means (a) with respect to Buyer and Buyer 2, the actual knowledge of any executive officer of Buyer or Buyer 2, as applicable, and (b) with respect to the Sellers, the actual knowledge of Thomas Lamme, Mike Dane, William Swingle, Patrick Eiland and John Seeger.

***“Lafayette Lease Agreement”*** means that certain Lease Agreement dated as of April 5, 2017, between Fieldwood and Ronnie White Custom Homes, L.L.C.

***“Law”*** means all laws, constitutions, treaties, statutes, ordinances, rules, regulations, codes, orders, judgments, decrees, orders, writs, injunctions and decisions of any Governmental Authority, or having the effect of law in any applicable jurisdiction, including all principles of common law.

***“Lease Burdens”*** means all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests and similar contractual burdens upon, payable out of or measured by Hydrocarbons produced from or allocated to a Lease; and all rentals, shut-in royalties, minimum royalties and bonus payments under a Lease.

***“Leases”*** means the Co-Owned Leases and Other Leases.

***“Liability”*** means any debt, Loss, obligation, duty, commitment, demand, responsibility, suit, judgment, undertaking, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), Claim or Encumbrance of any kind or nature whatsoever whether known or unknown, disclosed or undisclosed, expressed or implied, primary or secondary, direct or indirect, matured or unmatured,

determined or indeterminable, disputed or undisputed, secured or unsecured, joint or several, asserted or unasserted, fixed, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, whether due or to become due, whether in contract, tort or otherwise, and whether or not required to be accrued on the financial statements of any entity or individual, including those arising under any Law, or imposed by any Governmental Authority or arbitrator of any kind.

**“Licensed Intellectual Property”** means any and all Intellectual Property (a) owned by a Third Person and licensed or sublicensed to a Seller or for which a Seller has obtained a covenant not to be sued, in each case, under an Assigned Contract and (b) related to the ownership or operation of the Acquired Interests.

**“Liquidating Trust”** means a liquidating or similar trust as may be established with respect to Sellers’ estates in conjunction with the Bankruptcy Cases.

**“Liquidating Trustee”** means the trustees or other representative of the Liquidating Trust.

**“Losses”** and **“Loss”** means any and all losses, judgments, damages, liabilities, injuries, costs, interest, taxes, settlements, penalties and fines or expenses (including any incidental, indirect or consequential damages, losses, liabilities or expenses, and any lost profits or diminution in value). As used herein, the term “Losses” includes reasonable attorneys’ fees and other costs and expenses of any Party entitled to defense or indemnity hereunder incident to (a) the investigation and defense of any Claim that results in litigation or the settlement of any Claim or (b) the enforcement of such defense or indemnity rights under this Agreement.

**“Lubrizol Sublease”** means that certain Sublease, dated December 22, 2018, by and between The Lubrizol Corporation, as sublandlord, and Fieldwood Energy LLC, as subtenant, for Suite 320 in the building known as One Briarlake Plaza and located at 2000 W. Sam Houston Parkway South, Houston, Texas, and that certain Consent to Sublease, effective as of January 29, 2019.

**“Material Adverse Effect”** means a result, event, occurrence, change, circumstance, development or consequence that, individually or in the aggregate, would reasonably be expected to (a) materially and adversely affect the value, condition (financial or otherwise) or results of operations of the Acquired Interests taken as a whole or (b) materially and adversely affect the ability of the Sellers to perform their obligations under this Agreement or the documents executed in connection herewith or consummate the transactions contemplated herein and therein; *provided*, that, with respect to clause (a) only, any result, event, occurrence, change, circumstance, development or consequence to the extent resulting from any of the following matters shall not be taken into account in determining whether a Material Adverse Effect has occurred: (i) changes in financial or securities markets generally; (ii) changes in general economic or political conditions in the United States or worldwide; (iii) changes in conditions or developments generally applicable to the oil and gas industry in the area where the Acquired Interests are located, including, but not limited to, changes in the market price of oil and natural gas; (iv) actions taken after the date of this Agreement as required by this Agreement or with the written consent of Buyer; (v) the commencement or pendency of the Bankruptcy Cases and any adverse effects resulting therefrom, (vi) entering into this Agreement or the announcement of the transactions contemplated hereby (provided, that this clause (vi) shall not be excluded with respect to the representations and



warranties and related conditions contained in this Agreement that address the consequences of the execution, announcement or performance of this Agreement or the consummation of the transactions contemplated hereby); (vii) acts of God, including hurricanes, storms or other naturally occurring events; (viii) acts or failures to act of Governmental Authorities, except as a result of any action or inaction by or on behalf of the Sellers; **[(ix) matters expressly disclosed on any Exhibit or Annex to this Agreement or in the Disclosure Schedules]**; (x) any epidemic, pandemic or disease outbreak (including the COVID-19 virus) or hostilities, terrorist activities or war or any similar disorder and, in each case, governmental actions related thereto; (xi) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; (xii) any change in laws or in GAAP and any interpretations thereof from and after the Execution Date; (xiii) any reclassification or recalculation of reserves in the ordinary course of business; (xiv) natural declines in well performance; (xv) the departure of officers or directors of the Sellers after the Execution Date; (xvi) any objections in the Bankruptcy Court to (A) this Agreement and the other Ancillary Documents and the transactions contemplated hereby and thereby, (B) the reorganization of any Seller and any related plan of reorganization or disclosure statement or (C) the Plan of Merger or transactions contemplated thereby; and (xvii) any order of the Bankruptcy Court (except any such order that would preclude or prohibit the Sellers from consummating the transactions contemplated by this Agreement) or any actions or omissions of the Sellers in compliance therewith; *provided*, that, with respect to clauses (i) through (iii), (vii), (viii), (x) and (xii) any such result, event, occurrence, change, circumstance, development or consequence shall not be disregarded to the extent that it has had a disproportionate effect on the Acquired Interests relative to similar oil and gas assets in the Gulf of Mexico held by other participants in the industries in which the Acquired Interests are operated.

**“Material Contract”** is defined in Section 4.14(a).

**“Mexico JV”** is defined in Section 1.2(oo).

**“Net Revenue Interest”** means, with respect to each Lease and Scheduled Well, the interest in and to all Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well, after giving effect to all valid Lease Burdens, carried interests, reversionary interests and other similar interests constituting burdens upon, measured by or payable out of Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well.

**“New Equity Interests”** has the meaning set forth in the Plan.

**“New Money Warrants”** has the meaning set forth in the Plan.

**“Non-Recourse Party”** is defined in Section 12.14.

**“Non-Transferred Asset”** is defined in Section 10.3(b).

**“NORM”** means naturally occurring radioactive material.

**“Notice”** is defined in Section 12.2.

“**NPA**” means that certain Non-Prosecution Agreement dated as of February 9, 2021, entered into between Fieldwood and the United States Attorney’s Office for the Eastern District of Louisiana.

“**Office Assets**” is defined in Section 1.2(ee).

“**Office Assets Conveyance**” means that Bill of Sale, Assignment and Assumption Agreement to be entered into at the Closing by the parties thereto, in the form attached as **Exhibit K** hereto.

“**Office Sublease**” means that certain Sublease Agreement, dated as of September 30, 2013, between Apache Corporation, as sublessor, and Fieldwood, as sublessee, for space in the building known as One BriarLake Plaza located at 2000 West Sam Houston Parkway South, Houston, Texas, as amended by (i) First Amendment to Sublease Agreement, dated as of January 2, 2014, (ii) Second Amendment to Sublease Agreement, dated as of September 7, 2017, (iii) Third Amendment to Sublease Agreement, dated as of May 28, 2018, and (iv) Fourth Amendment to Sublease, dated as of \_\_\_\_\_, 2020 (the “**Fourth Amendment to Office Sublease**”).

“**Organizational Documents**” is defined in Section 4.31(b).

“**OSFR**” means Oil Spill Financial Responsibility.

“**Other Assets**” is defined in Section 1.2(o).

“**Other Assigned Contracts**” means all Assigned Contracts other than the Co-Owned Assigned Contracts.

“**Other Easements**” is defined in Section 1.2(r).

“**Other Field Assets**” means the Other Leases, Other Subject Units, Other Easements, Other Wells and Other Inventory.

“**Other Field Data**” is defined in Section 1.2(x).

“**Other Inventory**” is defined in Section 1.2(t).

“**Other Leases**” is defined in Section 1.2(p).

“**Other Records**” is defined in Section 1.2(y).

“**Other Scheduled Wells**” is defined in Section 1.2(s).

“**Other Subject Unit**” is defined in Section 1.2(q).

“**Other Subject Unit Agreement**” is defined in Section 1.2(q).

“**Other Wells**” is defined in Section 1.2(s).

**“Owned Intellectual Property”** means any and all Intellectual Property (except for Trademarks) (a) owned or purported to be owned by any Seller and (b) related to the ownership or operation of the Acquired Interests.

**“P&A Obligations”** means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

**“Parties”** and **“Party”** are defined in the preamble.

**“Permit”** means any permit, license, authorization, certificate, registration, franchise, exemptions, waiver, consent, approval or other similar rights or privileges granted by any Governmental Authority.

**“Permitted Encumbrances”** means:

(a) easements, restrictive covenants, servitudes, permits, surface leases and other rights with respect to surface operations, and rights-of-way on, over or in respect of any of the Acquired Interests that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of oil and gas properties;

(b) all applicable Laws and all rights reserved to or vested in any Governmental Authority: (1) to control or regulate the Assets in any manner, (2) by the terms of any right, power, franchise, grant, license or Permit issued by any Governmental Authority, or by any provision of applicable Law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any Asset; (3) to use such Asset in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (4) to enforce any obligations or duties affecting the Assets to any Governmental Authority with respect to any franchise, grant, license or permit, excluding in each case of clauses (1) through (4) any such rights or Laws resulting from any breach, default, violation or non-compliance with any Law or Permit;

(c) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters (including dedications thereof) contained in (1) the Leases, (2) the Assigned Contracts, (3) the Preferential Rights disclosed on **Schedule 4.8(a)**, and (4) the Easements, but excluding in each case of clauses (1) through (4) any such terms, conditions, restrictions, reservations, exceptions, limitations or other matters resulting from any breach, violation, default or non-compliance;

(d) Encumbrances for Taxes or assessments not yet due and payable or, if due and payable, those Taxes or assessments that are being contested in good faith by proceedings diligently conducted in the normal course of business and for which adequate reserves have been established in accordance with applicable accounting principles;

(e) mechanic's, materialmen's, carrier's, supplier's, vendor's, repairer's or other similar statutory Encumbrances arising in the ordinary course of business securing obligations that are (i) not yet delinquent or (ii) satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(f) utility easements, restrictive covenants, zoning, entitlement, building, subdivision and other similar restrictions that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of offshore oil and gas properties;

(g) Encumbrances created by Buyer, Buyer 2 or any of their respective successors or assigns;

(h) any lessor's, operator's, working interest owner's or other inchoate or undetermined Encumbrance or charge (whether statutory or contractual) constituting or securing the payment of Lease Burdens or of expenses which were or will be incurred in the ordinary course of business and incidental to the maintenance, development, production or operation of any Acquired Interest, to the extent the same are satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(i) Lease Burdens, division orders, carried interests, rights to recoupment, unitization, pooling, proration and spacing designations, orders and agreements, reversionary interests, rights to take in kind, and any other similar Encumbrance;

(j) any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, right of first refusal, restriction, encroachment, defect, or other arrangement substantially equivalent thereto, or other defect or irregularity of any kind, in each case, that will be permanently and fully extinguished with respect to the Acquired Interests pursuant to the Confirmation Order;

(k) all Governmental Approvals in connection with the conveyance of the Acquired Interests, if the same are permitted to be received after Closing and are customarily sought and received after Closing;

(l) such other defects or irregularities of title or encumbrances as Buyer or Buyer 2 may expressly waive in writing;

(m) any maintenance of uniform interest provision in a joint or unit operating agreement if waived by the party or parties having the right to enforce such provision;

(n) any Encumbrance affecting the Assets that is permanently and fully discharged by the Sellers at or prior to the Closing;

(o) non-exclusive licenses of, to or under any Intellectual Property granted in the ordinary course of business;

(p) rights of a common owner of any interest in rights-of-way, Permits or easements (including Easements) held by the Sellers and such common owner as tenants in common or through common ownership that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests;

(q) any matters set forth on Exhibit A or Exhibit C, all litigation and claims set forth on Schedule 4.6, and all Imbalances set forth on Schedule 4.15; and

(r) all depth restrictions or limitations applicable to any Acquired Interests to the extent set forth on Exhibit A or Exhibit C.

**“Person”** means any individual, corporation, limited liability company, partnership, trust, joint stock company, joint venture, association, unincorporated organization, Governmental Authority or any other form of entity.

**“Personal Information”** is defined in Section 4.25(i).

**“Petition Date”** means August 3, 2020.

**“Plan”** means the joint plan filed by the Debtors under chapter 11 of the Bankruptcy Code implementing the restructuring transactions, including the transaction contemplated in this Agreement, which plan shall be in substantially the same form and substance as the plan filed by the Debtors on January 1, 2021, at Docket No. 722 in the Bankruptcy Court, as may be amended, modified or supplemented by the Plan Supplement or otherwise from time to time in accordance with the Restructuring Support Agreement.

**“Plan of Merger”** means the form of Agreement and Plan of Merger of Fieldwood into Fieldwood Energy I and Fieldwood Energy III which is attached as Exhibit 5 to the Implementation Agreement.

**“Plan Supplement”** has the meaning set forth in the Plan.

**“Plugging and Abandonment”** and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Oil and Gas Properties, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Oil and Gas Properties, the flushing, pickling, burial, removal, and capping of all associated flowlines, field transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Environmental Contaminants and obligations to obtain plugging exceptions for any of the FWE I Oil and Gas Properties, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Oil and Gas Properties, or similar leasehold interests, beneficial interests, easements and the FWE I Oil and Gas Properties.

**“Post-Closing Consent Period”** is defined in Section 2.3(d).

**“Post-Closing Tax Period”** means any taxable period beginning after the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

**“Pre-Closing Tax Period”** means any taxable period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

**“Preferential Right”** means any preferential right to purchase, right of first refusal, right of first offer or similar right that is applicable to the Acquired Interests or the Assigned Contracts and the operation of which is triggered by the transactions contemplated in this Agreement.

**“Prepaid JOA Funds”** is defined in Section 10.2(b).

**“Production Taxes”** means any and all severance, production, gathering, Btu or gas, transportation, gross receipts, utility, excise and other similar taxes (other than Property-Related Taxes, Transfer Taxes and taxes based on or measured by income or gross or net worth) relating to the production, gathering or transportation of Hydrocarbons, or increases therein, and any interest or penalties thereon.

**“Property-Related Taxes”** means any and all ad valorem, property, generation, conversion, privilege, consumption, lease, transaction and other taxes, franchise fees, governmental charges or fees, licenses, fees, permits and assessments, or increases therein, and any interest or penalties thereon.

**“Records”** means the Co-Owned Records and Other Records.

**“Release”** means any release, disposal, spilling, leaking, pouring, emission, emptying, discharge, injection, escape, transmission, leaching or dumping, or any threatened release, of any Environmental Contaminants from, or related in any way to the use, ownership or operation of, the Acquired Interests.

**“Release Document”** means a Credit Bid and Release Agreement in the form attached hereto as Exhibit S.

**“Remaining Accounts”** is defined in Section 10.12(d).

**“Representatives”** means, with respect to a Person, the directors, managers, shareholders, members, partners, officers, employees, consultants, advisors, agents or other representatives, including legal counsel, accountants, investment bankers and financial advisors of (i) such Person, (ii) such Person’s Affiliates, (iii) the successors and assigns of such Person and (iv) the successors and assigns of such Person’s Affiliates; *provided* however that solely with respect to Buyer and Buyer 2, the term “Representatives” shall also include Davis Polk & Wardwell LLP.

**“Required Consent”** is defined in Section 2.3(b).

**“Restructuring Support Agreement”** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Fieldwood, certain of its affiliates specified therein, the Consenting Creditors, and Apache Corporation, as the same may be amended, restated, or otherwise modified in accordance with its terms.

**“Retained Liabilities”** is defined in Section 11.2.



“**Royalties**” means all minimum royalties, shut-in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, or the proceeds thereof to third parties.

“**RUE**” is defined in Section 10.14.

“**Section 6.8 Employee**” means each of those employees of Sellers specified on [insert reference to email of counsel].

“**Scheduled Wells**” means the Co-Owned Scheduled Wells and Other Scheduled Wells.

“**Second Lien Backstop Commitment Letter**” has the meaning set forth in the Plan.

“**Seller**” and “**Sellers**” is defined in the preamble.

“**Seller Employees**” is defined in Section 4.17(a).

“**Seller Indemnified Parties**” is defined in Section 13.2.

“**Seller IT Assets**” means any and all computers, networks, systems, printers, software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment, and all associated documentation, owned or purported to be owned by any Seller.

“**Seller Marks**” mean Trademarks owned by any Seller, including “Fieldwood,” and any variations thereof.

“**Seller Related Parties**” is defined in Section 4.24.

“**SEMS Bridging Agreement**” means that Bridging Agreement by and among Buyer, Fieldwood Energy I and GOM Shelf, in the form attached hereto as Exhibit Q.

“**SLTL ERO Backstop Agreement**” has the meaning set forth in the Plan.

“**SLTL Subscription Rights**” has the meaning set forth in the Plan.

“**SLTL Warrants**” has the meaning set forth in the Plan.

“**Specified Excluded Receivables**” means each of the following:

(a) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities and insurance policies, in each case to the extent relating to the FWE I Assets and surety bonds, all OSFR coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of the Sellers, in each case to the extent for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties or GOM Shelf,

including the P&A Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on **Exhibit U**;

(b) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding any accounts, notes or other receivables attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties or of GOM Shelf); *provided*, that nothing in this clause (b) shall be interpreted to limit the scope of Fieldwood Energy I Closing Accounts Receivable;

(c) claims of indemnity, contribution, or reimbursement of the Sellers or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf;

(d) receivables of the Sellers for imbalances attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(e) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of the Sellers attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(f) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, to the extent such cash amounts are associated with FWE I Obligations; and

(g) rights to receive and collect cash and advance payments, in each case pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to the extent such cash and advance payments are associated with FWE I Obligations.

***“Specified Oil and Gas Interests”*** means the assets listed on **Exhibit Y**.

***“Specified P&A Equipment”*** means the equipment listed on **Exhibit Z**.

***“Specified Section 6.10 Contract(s)”*** means those certain contracts and/or agreements specified on **[insert reference to email of counsel]**.

***“ST 308 Performance Bond”*** means that ST 308 Performance Bond to be entered into by and among Buyer, Apache Corporation and the surety named therein, a form of which is attached as **Exhibit R** hereto.

***“Straddle Period”*** means any taxable period beginning on or prior to the Closing Date and ending after the Closing Date.

***“Subject Unit Agreement”*** means the Co-Owned Subject Unit Agreements and Other Subject Unit Agreements.

**“Subject Units”** means the Co-Owned Subject Units and Other Subject Units.

**“Subscription Rights”** has the meaning set forth in the Plan.

**“Subsidiary”** means, with respect to any Person, any entity of which such first Person (either alone or through or together with any other Person pursuant to any contract) (a) owns, directly or indirectly, securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other entity or other persons performing similar functions or (b) acts as the managing member or general partner of such other Person that is a partnership, limited liability company, joint venture or other entity.

**“Suspense Funds”** means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

**“Tail Policy”** means the directors and officers insurance policies of the Sellers, including that certain policy issued by Sompco International (Endurance American Insurance Company), Policy Number BLP300011112000, and each additional layer of directors and officers insurance held by the Sellers.

**“Tax”** means (i) all U.S. federal, state, local or non-U.S. taxes, including all income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, windfall profit, social security, surcharge, impost, unemployment, disability, health, real property, personal property, mortgage, production, sales, use, occupancy, transfer, registration, alternative or add-on minimum, estimated or other similar tax of any kind whatsoever or any assessment, duty, levy, fee or charge of any kind in the nature of (or similar to) taxes imposed by any Governmental Authority, and including any interest, penalty, or addition thereto, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other person, including as a transferee or successor, whether imposed by Law or Contract and (iii) in the case of Fieldwood U.A. and Fieldwood Mexico or any of their respective Subsidiaries, any liability for the payment of amounts determined by reference to amounts described in clauses (i) and (ii) as a result of being or having been a member of any Company Group (including, in each case, for any Tax purposes or by operation of Law), as a result of any obligation under any agreement or arrangement (including any Tax Sharing Agreement), as a result of being a transferee or successor, or by Contract.

**“Tax Return”** means any return, claim for refund, declaration, disclosure, election, report, statement, information return or other similar document (including any related or supporting information, amendments, schedule or supplements of any of the foregoing) filed or required to be filed with any Governmental Authority with respect to Taxes.

**“Tax Sharing Agreement”** means any agreement or arrangement, including any Tax sharing, allocation, indemnification, reimbursement, receivables or similar agreement entered into

prior to the Closing binding Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries that provides for the allocation, apportionment, sharing or assignment of any Tax liability or Tax benefit, or the transfer or assignment of income, revenues, receipts, or gains for the purpose of determining any Person's Tax liability (other than any customary commercial contract entered into in the ordinary course of business the principal subject matter of which is not Taxes).

**"Third Person"** means any Person other than the Sellers, Buyer or Buyer 2.

**"Toggle Date"** has the meaning set forth in the Plan.

**"Trademarks"** is defined in the definition of Intellectual Property.

**"Transfer Documents"** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the Assignment of Leases and Subleases and each JV Assignment Agreement.

**"Transfer Taxes"** means any sales, use, goods and services, value added, stock, stamp, document, filing, recording, registration and similar tax or charge (including any interest or penalties thereon and the cost of preparing any Tax Returns with respect thereto).

**"Transferred Employee"** is defined in Section 6.8(a).

**"Transferred Intellectual Property"** means the Owned Intellectual Property and Licensed Intellectual Property.

**"Trust Agreement"** means that certain Trust Agreement dated September 30, 2013 by and among Fieldwood and GOM Shelf, as Settlers and Primary Beneficiaries, and Apache Corporation, Apache Shelf, Inc., Apache Deep Water LLC and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended.

**"TSA"** means that Transition Services Agreement to be entered into by Buyer, Fieldwood Energy I and GOM Shelf in the form attached as Exhibit P hereto.

**"Undisbursed Revenue"** means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

**"Unit"** means a unit for the production and operation of a Hydrocarbon well created by the pooling, unitization or communitization, whether voluntary or governmental, of any or all portions of any Leases and the lands covered thereby with other oil and gas leases or lands.

**"Warehouse Lease"** means that certain Lease dated as of November 15, 2019, by and between Cheyenne Services, LLC, as lessor, and Fieldwood Energy LLC, as lessee, for leased premises located at 108 Galbert Rd., Lafayette, LA, as amended by (i) First Amendment to Lease, executed April 26, 2020 and (ii) Second Amendment to Lease, executed November 10, 2020.

“**Wells**” means the Co-Owned Wells and Other Wells.

“**Working Capital Assets**” means, without duplication, (a) the current assets of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current assets set forth as line items under the header “Current Assets” on **Exhibit X**, excluding the Specified Excluded Receivables, and (b) the Fieldwood Energy I Closing Accounts Receivable. For the avoidance of doubt, Working Capital Assets shall not include any cash, including Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds.

“**Working Capital Liabilities**” means, without duplication, (a) the current liabilities of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current liabilities set forth as line items under the header “Current Liabilities” on **Exhibit X**, excluding any prepetition accounts, Interim Unpaid P&A Expenses, obligations for FWE I Suspense Funds, Excluded Suspense Funds or Excluded Prepaid JOA Funds, P&A Obligations and Decommissioning expenses or any obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, and (b) the Fieldwood Energy I Closing Accounts Payable; *provided, further*, that in no event shall Working Capital Liabilities include Effective Date Cash Obligations.

“**Working Interest**” means, with respect to each Lease and Scheduled Well, the interest that represents the ownership of the oil and gas leasehold estate created by such Lease or Scheduled Well and that is burdened with the obligation to bear and pay costs of operations on or in respect of such Lease or Scheduled Well.

[End of Annex I]

**Exhibit G**

**NewCo Organizational Documents**

**[To Come]**



**Exhibit H**

**Apache Definitive Documents**

**Second Amended Apache Term Sheet Implementation Agreement**

This SECOND AMENDED IMPLEMENTATION AGREEMENT (the “**Agreement**”) is made and entered into effective as of January 1, 2021, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**FWE**”), and GOM Shelf LLC, a Delaware limited liability company (collectively, the “**Fieldwood PSA Parties**”) and (b) Apache Corporation (“**Apache**”), Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”) (each, a “**Party**” and collectively, the “**Parties**”) to implement the transactions contemplated by or related to the term sheet attached hereto as **Exhibit A** (the “**Apache Term Sheet**”).

**RECITALS**

WHEREAS, on July 31, 2020, the Parties executed a letter agreement whereby each of the Parties agreed (i) to work to implement the terms of the Apache Term Sheet in accordance therewith and (ii) to execute and support a restructuring support agreement with certain consent rights for Apache and consistent in all respects with the terms of the Apache Term Sheet;

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), FWE and certain of its affiliates each filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code;

WHEREAS, Apache asserts that it holds prepetition audit claims against FWE related to (a) the 2013 audit of WC 72 for 2011-12 for the remaining amount of \$10,222.37 which amount was included on the April 2016 JIB relating to ENI’s debit pay, (b) credits from Noble Energy to Apache for VK 917 and 962 as shown on the August 2018 JIB in the amount of \$11,413.53, and (c) joint venture expenditure audits #17.2.12 relating to East Breaks 158/159 for 2017, #19.2.11 relating to the Main Pass 302 #B19 Well for 2019, #19.2.12 relating to East Breaks 158/159 for 2019, and #19.2.22 relating to Viosca Knoll 917/961/962 (Swordfish) for 2019 in the aggregate

net amount of \$115,969 (collectively, the “**Apache Audit Claims**”); Apache, as a beneficiary of The Fieldwood Decommissioning Trust A (“**Trust A**”) created pursuant to that certain Trust Agreement, dated September 30, 2013, by and among the Fieldwood PSA Parties, as Settlers and Primary Beneficiaries, and the Apache PSA Parties and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended, and pursuant to an audit conducted on behalf of Trust A relating to the Fourth and Fifth Amendments to the Decommissioning Agreement, asserts that it holds prepetition claims against FWE relating to funds allegedly improperly withdrawn from Trust A in the aggregate amount of approximately \$1,514,236.00 (the “**Apache Trust A Claims**”); and Apache asserts that it holds claims against FWE related to FWE’s obligations under the Decommissioning Agreement<sup>1</sup> (the “**Decommissioning Claims**” and, together with the Apache Audit Claims, the Apache Trust A Claims, and any other prepetition claim Apache may assert, the “**Apache Claims**”);

WHEREAS, the Bankruptcy Court has established a general bar date of 5:00 p.m. (Central Time) on November 25, 2020 (the “**General Bar Date**”) for filing proofs of claim against the Fieldwood PSA Parties; the Parties hereto entered into that certain stipulation, dated as of November 24, 2020, thereby agreeing to extend the General Bar Date as to the Apache Claims in contemplation of the resolution of the Apache Claims as set forth in the RSA (as defined below), the Apache Term Sheet, and the Apache Definitive Documents (as defined below);

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<sup>1</sup> Specifically, per the terms of the Decommissioning Agreement (each capitalized term used herein without definition is as defined in the Decommissioning Agreement), FWE’s Required Spend for decommissioning the Legacy Apache Properties for Plan Year 2020 was \$80,000,000.00. According to FWE’s records, only approximately \$31,730,441.00 was spent by FWE in Plan Year 2020 on such decommissioning obligations, creating a shortfall of the Required Spend of approximately \$48,269,559 (the “**2020 Shortfall**”). Upon Apache’s information and belief, FWE has not funded the 2020 Shortfall into Trust A, as required pursuant to the terms of the Decommissioning Agreement. Accordingly, one of the Decommissioning Claims Apache asserts it holds against FWE is for the 2020 Shortfall.

WHEREAS, that certain *Restructuring Support Agreement*, dated as of August 4, 2020 (as amended,<sup>2</sup> the “**RSA**”), was entered into by and among (i) the Company<sup>3</sup> (including the Fieldwood PSA Parties); (ii) the Consenting FLTL Lenders; (iii) the Consenting SLTL Lenders (together with the Consenting FLTL Lenders, the “**Consenting Creditors**”); and (iv) Apache (collectively, the “**RSA Parties**”), pursuant to which the RSA Parties agreed to support a financial restructuring of the Company as provided therein;

WHEREAS, the Company and the Consenting Creditors have agreed that certain interests in certain non-Legacy Apache Properties and the properties included in the fields listed on Schedule A to the Apache Term Sheet as “Ownership and Operatorship” (the “**Retained Properties**”) (such non-Legacy Apache Properties and the Retained Properties, collectively, the “**Credit Bid Acquired Interests**”) will be sold and conveyed to, and certain liabilities and obligations of the Debtors will be assumed by and will constitute liabilities and obligations of (such liabilities and obligations, collectively, the “**Credit Bid Assumed Liabilities**”), an entity to be formed for purposes of consummating the transactions under the Credit Bid Purchase Agreement (“**Credit Bid Purchaser**”), pursuant to a purchase and sale agreement (the “**Credit Bid Purchase Agreement**”);

WHEREAS, pursuant to the RSA, the Company agreed to, among other things: (i) negotiate in good faith the definitive documents implementing the transactions contemplated by or relating to the Apache Term Sheet (the “**Apache Definitive Documents**”); (ii) use commercially reasonable efforts to execute and deliver the Apache Definitive Documents; and

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<sup>2</sup> Since the RSA was executed on August 4, 2020, additional lenders holding FLTL Claims and/or SLTL Claims have executed joinders to the RSA, including members of the ad hoc group of holders of Prepetition SLTL Loans that is represented by the Ad Hoc Group of SLTL Advisors (each as defined in the Plan (as defined below)).

<sup>3</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RSA, unless indicated otherwise.

(iii) use commercially reasonable efforts to consummate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, Apache agreed to, among other things: (i) support and take all actions necessary or reasonably requested by the Company to facilitate the finalization of the Apache Definitive Documents; and (ii) support and take all actions necessary or reasonably requested by the Company to facilitate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, the Apache Definitive Documents shall be in a form reasonably acceptable to the Company, Apache, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders;

WHEREAS, pursuant to the Apache Term Sheet, Apache acknowledged and agreed that the Apache Definitive Documents shall be subject to the approval of holders of consent rights as set forth in the RSA, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in the Apache Term Sheet or the Restructuring Term Sheet shall not be considered unreasonably withholding approval;

WHEREAS, the Apache Term Sheet provides that the parties thereto agree to negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the Parties have mutually agreed to extend to January 1, 2021;

WHEREAS, the RSA provides that it shall be a DIP Commitment Parties Termination Event if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

WHEREAS, pursuant to that certain *Senior Secured Debtor-In-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, among Fieldwood Energy Inc., Fieldwood Energy LLC, the Several Lenders, from time to time, and Cantor Fitzgerald Securities, the Apache Definitive Documents shall be finalized no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Apache Definitive Documents.** The documents below comprise the Apache Definitive Documents as contemplated in the RSA and the Apache Term Sheet:

a. *Conversion of FWE into a Texas Limited Liability Company.*

(i) *Certificate of Conversion (DE) (FWE).* Annexed hereto as **Exhibit 1.**

(ii) *Certificate of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 2.**

(iii) *Plan of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 3.**

(iv) *Certificate of Formation (TX) (FWE).* Annexed hereto as **Exhibit 4.**

b. *Divisional Merger Documents.*

(i) *Agreement and Plan of Merger (TX) (FWE)* (the “**Plan of Merger**”).

Annexed hereto as **Exhibit 5.**

(ii) *Certificate of Merger (TX) (FWE).* Annexed hereto as **Exhibit 5A.**

(iii) *Certificate of Formation (TX) (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 5B.**

c. *Fieldwood Energy I LLC Agreement.* Annexed hereto as **Exhibit 6.**

d. *ST 308 Bond Form.* Annexed hereto as **Exhibit 7.**



e. *Standby Credit Facility Documents* (collectively, the “**Standby Credit Facility Documents**”).

- (i) *Standby Loan Agreement*. Annexed hereto as **Exhibit 8**.
- (ii) *Security Agreement*. Annexed hereto as **Exhibit 9**.
- (iii) *Guarantee (Fieldwood Energy I LLC)*. Annexed hereto as **Exhibit 10**.
- (iv) *Guarantee (GOM Shelf LLC)*. Annexed hereto as **Exhibit 11**.
- (v) *Form of Mortgages*. Annexed hereto as **Exhibit 12**.

f. *Form of Amendment to Unit Operating Agreement*. Annexed hereto as **Exhibit 13**, the form of which shall be modified in a manner consistent with the Apache Term Sheet and this Agreement to amend each operating agreement with respect to the properties included in the fields listed on Schedule A to the Apache Term Sheet as solely “Operatorship” for which Credit Bid Purchaser shall become operator, which amendments shall be subject to the same consent rights of the Required DIP Lenders and Requisite FLTL Lenders as for the Apache Definitive Documents, and the Parties shall enter into such amendments prior to the closing of the transactions contemplated by the Credit Bid Purchase Agreement.

- g. *Farmout Agreement*. Annexed hereto as **Exhibit 14**.
- h. *Transition Services Agreement*. Annexed hereto as **Exhibit 15**.
- i. *SEMS Bridging Agreement*. Annexed hereto as **Exhibit 16**.
- j. *Amended BriarLake Sublease*. Annexed hereto as **Exhibit 17**.
- k. *Certification of Rights*. Annexed hereto as **Exhibit 18**.

2. **Execution of Apache Definitive Documents; Good Faith Cooperation.**

Each Party agrees, and Apache expressly acknowledges, that the Company and the Apache PSA Parties have satisfied the requirements under the Apache Term Sheet and the RSA to negotiate

mutually agreeable Apache Definitive Documents by the relevant deadlines set forth therein. Subject to and in accordance with the terms of the RSA and Apache Term Sheet, each of the Parties shall negotiate any exhibits, amendments, modifications or supplements to the Apache Definitive Documents in good faith and agree to exercise commercially reasonable efforts with respect to the negotiation, pursuit, approval, execution, delivery, implementation, and consummation of the Apache Definitive Documents. The Parties may, by mutual agreement, amend, modify, or supplement the forms of the Apache Definitive Documents attached hereto or negotiate to add additional documents to the list of Apache Definitive Documents, consistent with the terms and conditions herein, in the RSA, and in the Apache Term Sheet, and subject to the consent rights of the Parties in the RSA and the Apache Term Sheet, as necessary or desirable to effectuate the Apache Term Sheet and a chapter 11 plan of reorganization that incorporates the transactions contemplated in the Apache Definitive Documents (the “**Plan**”). Subject to the immediately preceding sentence, the Parties shall execute and deliver the Apache Definitive Documents on or before the effective date of the Plan (the “**Effective Date**”). Each Party agrees to use commercially reasonable efforts to execute and deliver the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant Oil Spill Financial Responsibility (“**OSFR**”) form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable laws and contracts the Credit Bid Purchaser as operator (and, as applicable, the designated applicant under OSFR for) the Credit Bid Acquired Interests as promptly as practicable following the closing of the Credit Bid Purchase Agreement, and in any case, prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and

any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger (as defined below).

3. **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule I to the Plan of Merger (collectively, the “**FWE I Exhibits**”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

4. **Plan and Confirmation Order.** As provided in the RSA, provisions in the Plan and Confirmation Order that directly affect the structure of FWE I outlined in the Apache Term Sheet or the economic treatment of Apache remain subject to Apache’s review and must be in form and substance reasonably acceptable to Apache, and the Plan and Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders at all times. To facilitate the implementation of the Apache Term Sheet and the Apache Definitive Documents pursuant to the Plan as contemplated in the RSA and the Apache Term Sheet, the Parties agree that subject to the negotiation of mutually agreeable definitive language, any order of the Bankruptcy Court confirming the Plan (the “**Confirmation Order**”) shall provide for the following:

(i) FWE shall pay up to \$5.5 million of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood Energy I LLC (“**FWE I**”) and FWE’s restructuring, including the negotiation and preparation of the Apache Definitive Documents (collectively, the “**Apache Fees and Expenses**”); provided that amounts paid to Apache on

account of the Apache Fees and Expenses shall not be subject to disgorgement unless the transactions contemplated in the Apache Definitive Documents fail to close as a result of Apache's breach of the RSA.

(ii) The Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall release (and/or cause the applicable administrative agent or collateral agent to release) all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I to the Plan of Merger) and the Consenting Creditors shall release the Apache PSA Parties from any and all causes of action and claims of any kind related to the Legacy Apache Properties arising prior to the date of the Apache Term Sheet Implementation Agreement.

(iii) FWE's assets to be allocated to, possessed by, assumed by, and vested in FWE I and Fieldwood Energy III LLC ("**FWE III**"), respectively, pursuant to the transactions contemplated by and in accordance with the Plan of Merger (the "**Divisive Merger**"), including contracts, leases, oil and gas leases and assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), shall be (a) free and clear of (i) any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Consent Rights**") and (ii) all preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Preferential Purchase Rights**"), but (b) subject to and burdened by (x) the liabilities and obligations allocated to and vested in, respectively, FWE I or FWE III, as specified in the Plan of Merger, pursuant to the Divisive Merger (collectively, "**Allocated**

**Obligations**”) and (y) Permitted Post-Closing Liens (as defined in the Schedule of Defined Terms for Required Confirmation Order Provisions, attached hereto as **Exhibit B**).

(iv) Entities (as defined under section 101(15) of the Bankruptcy Code) or Parties that fail to timely file an objection are (a) forever barred from objecting to the allocation and vesting of the assets in connection with the Divisive Merger free and clear of all Consent Rights and Preferential Purchase Rights, and from asserting any alleged Consent Rights or Preferential Purchase Rights with respect to the Divisive Merger, and (b) deemed to consent to and approve the allocation and vesting of the assets free and clear of all Consent Rights and Preferential Purchase Rights, regardless of whether such consent must be in writing pursuant to the terms of any agreement.

(v) Subject to the Implementation Costs Cap (as defined below), FWE III shall, and shall cause its debtor affiliates in the above-captioned chapter 11 cases to, on the Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys’ fees and regulatory consultant fees) incurred or imposed after the Effective Time (as defined in the Plan of Merger) in connection with the filing of record by or on behalf of FWE I or GOM Shelf LLC of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Divisive Merger or that either FWE I or GOM Shelf LLC determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Divisive Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties (as defined in the Plan of Merger) in GOM Shelf LLC), and (b) the

Allocated Obligations have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the “**Implementation Costs**”). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf LLC, shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests and similar security documentation as is contemplated by the Standby Loan Agreement and the Standby Credit Facility Documents to secure the obligations of FWE I and GOM Shelf LLC thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

(vi) Upon the Effective Date of the Plan, the Decommissioning Agreement shall be assumed, with the consent of the Apache PSA Parties, by the Fieldwood PSA Parties and, upon consummation of the transactions provided for in the Plan of Merger, become the obligation of FWE I. Any Cure Amounts payable as a result of assumption of the Decommissioning Agreement, which amount will be mutually agreed between the Parties prior to confirmation of the Plan and scheduled as a Cure Amount, shall include any amounts relating to the Apache Claims (including the Apache Trust A Claims and the Decommissioning Claims) and shall be paid into Trust A on the Effective Date or as soon as reasonably practicable thereafter but in no event later than ten (10) business days following the Effective Date. Payment of any mutually agreed Cure Amount as a result of assumption of the Decommissioning Agreement does not constitute an admission by any Party that a default exists or existed at any time under the Decommissioning Agreement.

(vii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against GOM Shelf LLC and FWE I following the Divisive Merger (which agreement



shall be allocated to FWE I and GOM Shelf LLC under the Divisive Merger), (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Apache PSA Parties shall be deemed Releasing Parties (as defined in the Plan) under the Plan and waive and release any and all pre-Effective Date claims of any kind (including, without limitation, the Apache Audit Claims, the Apache Trust A Claims and any claims that could qualify as administrative expense claims) against the Debtors, their estates and any other Released Party (as defined in the Plan), in all circumstances only to the extent such claims accrued on or prior to the Effective Date and only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security in any respect. For the avoidance of doubt, any and all claims the Apache PSA Parties may have against FWE I related to the Decommissioning Agreement arising post-Effective Date and any security obtained, provided, or pledged in connection with the Decommissioning Agreement (the **"Decommissioning Security"**) will be preserved.

(viii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against the Apache PSA Parties following the Divisive Merger, (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Debtors shall waive and release any and all pre-Effective Date claims of any kind against the Apache PSA Parties, in all circumstances only to the extent such claims accrued on or prior to the Effective Date. For the avoidance of doubt, any and all claims FWE I may have against the Apache PSA Parties related to the Decommissioning Agreement arising post-Effective Date and the Decommissioning Security will be preserved.

(ix) All rights of the Apache PSA Parties with respect to bonds and letters of credit constituting Decommissioning Security shall be preserved as against such bonding

companies and letter of credit issuers in all respects. The Debtors shall not terminate any bonds issued on behalf of the Debtors relating to the Legacy Apache Properties under which any federal, state or local governmental entity is an obligee.

(x) With respect to the agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to a governmental unit with respect to the FWE I Assets (as defined in the Plan of Merger) or GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger), to the extent any such agreements or memberships are also needed in respect to any Credit Bid Acquired Interests or FWE III Assets (as defined in the Plan of Merger) that are set forth on Exhibit 23 hereto, then on or before the Effective Date, FWE shall obtain new agreements and membership for such use with respect to the Credit Bid Acquired Interests or FWE III Assets. With respect to any Excluded Contracts (as defined in the Plan of Merger), FWE shall, on or before the Effective Date, prepare and negotiate replacement agreements with the counterparties to such Excluded Contracts upon substantially the same terms as such Excluded Contracts which may be executed by FWE I immediately following the Effective Date.

(xi) The Fieldwood PSA Parties and the Apache PSA Parties may, by mutual agreement, amend and modify, without the consent of the Consenting Creditors, the forms of the agreements governing the terms of employment of the Independent Director (as defined in the Apache Term Sheet) of FWE I and of the “sole manager” (as that term is used in the Apache Term Sheet) of FWE I (the “**Sole Manager**”), and the form of the agreement with the “service provider” (as that term is used in the Apache Term Sheet) of FWE I (the “**Contract Services Provider**”) to be included in the bid package for the Contract Services Provider (collectively, such forms of agreement comprise the “**Fieldwood I Administrative Documents**”).

(xii) The Bankruptcy Court (i) approves the Apache Definitive Documents and all transactions contemplated by the Apache Term Sheet Implementation Agreement, including the Plan of Merger and Standby Credit Facility Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by FWE I contemplated thereby; and (ii) following the consummation of the Plan of Merger, authorizes FWE I, without further notice to or action, order, or approval of this Bankruptcy Court and without the need for any further corporate or shareholder action, to enter into, deliver, and fully perform its obligations under the Apache Definitive Documents, including without limitation, the Standby Credit Facility Documents. Upon entry of the Confirmation Order, FWE I or the Sole Manager, as applicable, shall be authorized and empowered, without further approval of the Bankruptcy Court or any other party, to take such actions and perform such acts as may be necessary, convenient, desirable, or appropriate to execute and deliver the Apache Definitive Documents in accordance with the Plan and to execute and deliver all documents relating thereto and to perform all of their obligations thereunder. On the Effective Date, the Apache Definitive Documents shall constitute legal, valid, binding, and authorized obligations of FWE I, enforceable in accordance with their terms, and such obligations of FWE I shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I or the Post-Effective Date Debtors (as defined in the Plan) under applicable law, the Plan, or the Confirmation Order. On the Effective Date, all liens granted pursuant to, or in connection with, the Apache Definitive Documents shall be deemed granted by FWE I and/or GOM Shelf LLC, in each case, pursuant to the Apache Definitive Documents. On the Effective Date, all liens granted pursuant to, or in connection with Apache Definitive Documents, as applicable, (i) shall be valid, binding, perfected, enforceable liens and security interests in the property described in the applicable Apache Definitive

Documents granted by FWE I and/or GOM Shelf LLC pursuant to the Apache Definitive Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and the Apache Definitive Documents, including, but not limited to, the Mortgages, Security Agreement or Standby Loan Agreement and (ii) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I and/or GOM Shelf LLC under applicable law, the Plan, or the Confirmation Order. For the avoidance of doubt, the liens granted to Apache pursuant to the Recharacterization Mortgages (as such term is defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) upon any recharacterization of the Trust A or Trust A-1 NPIs (as such terms are defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) shall be senior in all respects to any other liens.

5. **Implementation Costs Cap.** No later than twenty-one (21) days after the effective date of this Agreement (as such date may be extended upon mutual written consent by the Parties including via email), the Parties shall mutually agree in good faith on the estimated amount of Implementation Costs to be funded by the Debtors (such amount, the “**Implementation Costs Cap**”). In the event the Parties are unable to reach a mutual agreement as to the Implementation Costs Cap, the determination shall be submitted to and determined by the law firm of Geiger Laborde & Laperouse, LLC (the “**Referee**”). If the Referee shall be responsible for determining the Implementation Costs Cap, each Party will be required to submit its respective estimate regarding the Implementation Costs Cap to the Referee. The Referee will then conduct its own investigation and issue its decision regarding the Implementation Costs Cap, where such amount shall not be (i) higher than the highest estimate submitted by a Party, or (ii) lower than the

lowest estimate submitted by a Party. The Referee's decision shall be considered final and binding. Moreover, the Parties will each pay half of the total costs relating to the Referee's determination of the Implementation Costs Cap. The Apache PSA Parties' portion of such costs shall not be considered Apache Fees and Expenses.

6. **Fieldwood I Administrative Documents.** The documents below comprise the Fieldwood I Administrative Documents:

- (i) *Sole Manager Agreement.* Annexed hereto as **Exhibit 19.**
- (ii) *Independent Director Agreement.* Annexed hereto as **Exhibit 20.**
- (iii) *Form of Contract Services Agreement,* to be included in the bid package for the Contract Services Provider. Annexed hereto as **Exhibit 21.**

(a) Any waivers, amendments, or modifications made to the Fieldwood I Administrative Documents or any provisions contained therein shall be made by mutual agreement between the Fieldwood PSA Parties and the Apache PSA Parties without the consent of the Consenting Lenders.

7. **Termination of Agreement and Tolling of General Bar Date.**

(a) This Agreement shall terminate upon the earlier to occur of (i) the termination of the RSA and (ii) the termination of Apache as a party to the RSA. Upon termination of this Agreement, each Party shall be immediately released from its obligations, commitments, undertakings and agreements under or related to this Agreement; provided that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

(b) Notwithstanding the General Bar Date, the Parties agree that Apache shall not file a proof of claim against the Debtors on account of the Apache Claims until after the earliest

to occur of the following (the date of the earliest to occur of the following, the “**Apache POC Filing Date**”): (i) the date that this Agreement is terminated, (ii) the date that FWE, without Apache’s express, written consent, files a plan of reorganization materially inconsistent with the RSA, the Apache Term Sheet, or the Apache Definitive Documents, (iii) the date that FWE’s chapter 11 case is converted to a case under chapter 7, and (iv) January 15, 2021 if the RSA has not been amended to modify or remove the requirement that Apache timely vote its Claims and Interests to accept the Plan contemplated by the RSA. Following the occurrence of the Apache POC Initial Filing Date, at any time within the period of thirty (30) days after the Apache POC Initial Filing Date, Apache shall have the right to file a proof of claim or proofs of claim against the Debtors on account of the Apache Claims. The terms of this paragraph 7(b) shall survive the termination of this Agreement.

8. **363 Credit Bid Transaction.** In the event the credit bid sale transaction to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) is pursued pursuant to section 363 of the Bankruptcy Code as contemplated in the Plan (the “**363 Credit Bid Transaction**”), the Apache PSA Parties agree, consistent with their obligations under the RSA, to support and take reasonable actions to facilitate the 363 Credit Bid Transaction, and cooperate in good faith with Debtors, the Required DIP Lenders and Requisite FLTL Lenders to facilitate the 363 Credit Bid Transaction, including, without limitation, by making any amendments to the Apache Definitive Documents; provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties’ express written consent.

9. **Credit Bid Purchase Agreement Terms.**<sup>4</sup>

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<sup>4</sup> The Consenting Creditors agreed under the Apache Term Sheet that “any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of



(a) The terms of the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to (i) the scope of Credit Bid Assumed Liabilities (including payables with respect to the Legacy Apache Properties and the Retained Properties) to be assumed by the buyer thereunder and any indemnities with respect thereto and (ii) the scope of receivables with respect to the Legacy Apache Properties to be assigned to the buyer and the obligations that may be imposed on FWE I with respect to the collection of such receivables ((i) and (ii), collectively, the “**Specified Credit Bid Terms**”) shall be in form and substance acceptable to Apache and the Debtors.

(b) The Parties agree that the terms as set forth on **Exhibit 22** that relate to the Specified Credit Bid Terms are acceptable to Apache and the Debtors to address the Specified Credit Bid Terms in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer), and any terms contained in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to the Specified Credit Bid Terms, other than as set forth on Exhibit 22, must be in form and substance acceptable to Apache and the Debtors.

10. **Transfer of Retained Properties.** Notwithstanding anything to the contrary herein, any Retained Properties transferred to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) in a credit

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reorganization shall be retained by [Credit Bid Purchaser].” However, for the avoidance of doubt, any language in Paragraph 9 or Exhibit 22 of this Agreement that differs from, supplements, modifies or is otherwise inconsistent with the foregoing language in the Apache Term Sheet (including, without limitation, any language that relates to items that are not accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization being retained by Credit Bid Purchaser or any language that relates to items that are accounts receivable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization not being retained by Credit Bid Purchaser) has not been agreed to by the Consenting Creditors, and the Consenting Creditors reserve all rights with respect to any such difference, supplement, modification or inconsistency.

bid sale transaction shall be conveyed in accordance with the Decommissioning Agreement. Any amounts payable to Trust A on account of such transfer shall be the obligation of FWE I. Apache agrees to work with FWE and the Trust A trustee to obtain the required releases from Trust A and conveyances of such interest to Credit Bid Purchaser in connection with this transfer.

11. **Effectiveness; Counterparts.** This Agreement shall become effective and binding upon each Party upon the execution and delivery by such Party of an executed signature page hereto and shall become effective and binding on all Parties on the date when all Parties have executed and delivered a signature page hereto. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

12. **Governing Law; Jurisdiction; Waiver of Jury Trial.** To the maximum extent permitted by applicable law, this Agreement is governed by and is to be construed in accordance with the internal laws of the State of Texas, without giving effect to any principles of conflicts of law thereunder that would result in the application of the laws of any other jurisdiction. Each Party irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in the Bankruptcy Court and each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, and if the Bankruptcy Court does not have (or abstains from) jurisdiction, Courts of the State of Texas and of the United States District Court of the Southern District of Texas, and any appellate court from any thereof, for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this

Agreement. Each Party further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Bankruptcy Court as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or otherwise) and (c) that (1) the proceeding in such court is brought in an inconvenient forum, (2) the venue of such proceeding is improper, or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

13. **Notices.** All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses:

(1) If to the Fieldwood PSA Parties, to:

Fieldwood Energy LLC  
2000 W. Sam Houston Parkway S., Suite 1200  
Houston, Texas 77042  
Attention: Thomas R. Lamme

With a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153  
Attention: Matt Barr, Esq. (matt.barr@weil.com)  
Alfredo Pérez, Esq. (alfredo.perez@weil.com)  
Jessica Liou, Esq. (jessica.liou@weil.com)

(2) If to the Apache PSA Parties, to:

Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400  
Attention: Anthony Lannie and Brett Cupit

With a copy to:

Hunton Andrews Kurth LLP  
600 Travis Street  
Suite 4200  
Houston, Texas 77002  
Attention: Robin Russell, Esq. (RRussell@andrewskurth.com)  
Catherine Diktaban, Esq. (CDiktaban@hunton.com)

14. **Amendments.** Neither this Agreement nor any provision hereof may be waived, amended, or modified **except** pursuant to an agreement or agreements in writing entered into by the Fieldwood PSA Parties and the Apache PSA Parties.

*[Signature Pages to Follow]*

**IN WITNESS WHEREOF**, the undersigned Parties have executed this Second Amended Implementation Agreement as of the effective date of this Agreement.

FIELDWOOD ENERGY LLC,  
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and  
General Counsel

GOM SHELF LLC,  
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

APACHE CORPORATION

By: Ben C. Rodgers

Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and  
Marketing and Midstream

*gdx*

APACHE SHELF, INC.

By: Ben C. Rodgers

Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer

*gdx*

APACHE DEEPWATER LLC

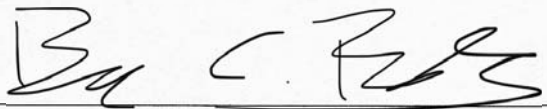

By: Ben C. Rodgers

Name: Ben C. Rodgers  
Title: Senior Vice President and Treasurer

*gdx*



APACHE SHELF EXPLORATION LLC

By: Ben C. Rodgers  

Name: Ben C. Rodgers

Title: Senior Vice President and Treasurer

**Exhibit A**

**The “Apache Term Sheet”**



Case 2:23-cv-00488 Document 169-8 Filed 08/06/23 Page 2 of 2  
**FIELDWOOD ENERGY**

Thomas R. Lamme  
Senior Vice President and General Counsel  
Direct: 713-969-1107  
Email: TLamme@fwelc.com

**VIA EMAIL**

July 31, 2020

P. Anthony Lannie  
Executive Vice President and General Counsel  
Apache Corporation  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400

*Re: Legacy Apache Properties Term Sheet*

Dear Mr. Lannie:

Attached as Exhibit A is the agreed upon term sheet dated July 31, 2020, by and between Fieldwood Energy LLC and certain of its affiliates (collectively, the “**Fieldwood PSA Parties**”) and Apache Corporation and certain of its affiliates (collectively, the “**Apache PSA Parties**” and, together with the Fieldwood PSA Parties, the “**Parties**”) supporting the restructuring of the portion of the Fieldwood PSA Parties’ business relating to certain assets described therein as the “Legacy Apache Properties” (the “**Legacy Apache Properties Term Sheet**”).

By executing this letter agreement, each of the undersigned Parties agrees (i) to work to implement the terms of the Legacy Apache Properties Term Sheet in accordance therewith and (ii) (upon Fieldwood’s payment of the retainers to Apache’s attorneys and advisors in the amounts submitted to Fieldwood’s outside counsel and subject to review and reasonable satisfaction with the restructuring term sheet to be attached to the restructuring support agreement) to execute and support a restructuring support agreement in a final form reasonably acceptable to Apache and consistent in all respects with the terms of the Legacy Apache Properties Term Sheet.

The Parties may execute and deliver this letter agreement by electronic reproduction and in multiple counterparts, each of which shall constitute an original and all of which shall be one and the same document. This letter agreement shall be governed by the laws of the State of Texas without regard to any choice of law principles.

Regards,

*Thomas R. Lamme*

Thomas R. Lamme

Enclosure

cc: Michael T. Dane  
Senior Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned Parties have executed this letter agreement as of the date first written above.

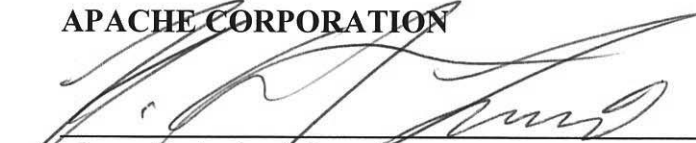
**FIELDWOOD ENERGY LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Senior Vice President and General Counsel

**GOM SHELF LLC**

By: Thomas R. Lamme  
Name: Thomas R. Lamme  
Title: Vice President

**APACHE CORPORATION**




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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

**APACHE SHELF, INC.**

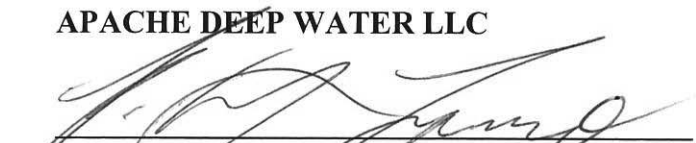


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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

**APACHE DEEP WATER LLC**



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Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

**Exhibit A****Term Sheet for Fieldwood Energy LLC Restructuring****Summary of Principal Terms**

<b>Entity Owning Legacy Apache Properties Post-Confirmation</b>	<p>All oil and gas assets conveyed by Apache Corporation (“Apache”) and certain of its affiliates (collectively, the “Apache PSA Parties”) in favor of Fieldwood Energy LLC (“Fieldwood” or “debtor”) and certain of its affiliates (collectively, the “Fieldwood PSA Parties”) pursuant to that Purchase and Sale Agreement dated as of July 18, 2013 between the Apache PSA Parties and the Fieldwood PSA Parties (as amended, “PSA”), plus all leases, wells, fixtures, equipment, permits, ONRR royalty and other deposits, decommissioning bonds with third parties relating to previously sold assets, decommissioning bonds posted by Fieldwood on Legacy Apache Properties, inventory, facilities, easements, pipelines, and related property associated therewith, less and except any such assets sold, assigned, decommissioned, or otherwise disposed of by Fieldwood to third parties or otherwise prior to the date of this Term Sheet or as contemplated in this Term Sheet, and not including the Retained Properties (defined below) (collectively, the “Legacy Apache Properties”) shall be owned post-confirmation by a Reorganized Fieldwood unless a different entity is created in accordance with the section entitled “Assumption of Obligations” below (this portion of the business of the Reorganized Fieldwood being referred to hereinafter as “Fieldwood I”). Any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by Fieldwood II (defined below), and any accounts receivable and accounts payable accruing after the effective date of Fieldwood’s plan of reorganization shall accrue to the benefit or obligation of Fieldwood I. Fieldwood I will retain BOEM Operator numbers and Qualification cards for Fieldwood and Fieldwood’s affiliate GOM Shelf LLC.</p> <p>Fieldwood I shall (i) have no assets or liabilities upon confirmation other than the Legacy Apache Properties and operational liabilities, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties and certain assets described under “Additional Initial Funding Sources” and “Assumption of Obligations” below, (ii) be a bankruptcy remote business entity with a governance structure which is consistent with the business goals of the parties outlined herein (which includes an independent director or manager whose vote is needed to approve major decisions such as bankruptcy, receivership, liquidation, mergers, and consolidations, and removal and appointment (after the initial appointment) of the sole manager and service provider described below (the “Independent Director”)), (iii) not be a reporting entity for SEC purposes, (iv) as of the confirmation date, not create a variable interest entity that Apache is required to consolidate, and (v) is structured in a tax efficient manner within the constraints of the criteria set forth in items (i) through (iv) above. To the extent it will accomplish the goals of the parties outlined herein and is otherwise allowed by applicable law, Fieldwood I and the holder of Fieldwood’s other assets not sold during the pendency of the Chapter 11 cases (“Fieldwood II”) may be created by a divisional merger of Fieldwood under applicable state law upon the confirmation of Fieldwood’s plan of reorganization.</p>
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<b>Management of Fieldwood I</b>	<p>Fieldwood I will not have employees other than a sole manager. Apache and debtor shall each provide the other with a list of three candidates with a minimum of five (5) years of relevant experience in the energy sector. If one or more names appear on both lists, then the debtor will select the initial sole manager of Fieldwood I from those common name(s). If there are no common names, then each shall have the right to strike two names from the other party's list and the bankruptcy judge shall select the sole manager from the two remaining names (one from each list). In the event the sole manager must be removed (which shall require Apache's consent) and/or replaced or resigns or otherwise no longer serves, then the foregoing procedure will be repeated (except that the Independent Director will replace the bankruptcy court and Fieldwood I will replace the debtor for that purpose).</p> <p>The initial Independent Director shall be appointed by the debtor and shall be a natural person who is not and, for the prior five years has not been, a director, officer, employee, trade creditor, or shareholder (or spouse, parent, sibling, or child of the foregoing) of Fieldwood, any affiliate of Fieldwood, or any lender to Fieldwood (a "Qualified Person"), and shall be an individual provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, Lord Securities Corporation, Wilmington Trust Company, or, if none of those companies is then providing professional independent managers, another nationally-recognized company selected by Fieldwood with Apache's consent (the "Approved List") and approved by the bankruptcy court. The Independent Director may not be removed, except with Apache's consent. If the Independent Director is removed, resigns, or otherwise ceases to serve, then Fieldwood I shall select another Independent Director who is a Qualified Person from the Approved List.</p> <p>The limited liability agreement will specify that the sole manager will have the right to control the business and operations of Fieldwood I at all times prior to the completion of the decommissioning of the Legacy Apache Properties owned by Fieldwood I, subject to compliance with the following covenants which can only be waived with Apache's consent:</p> <ol style="list-style-type: none"> <li>1. Fieldwood I shall not have any business or operations other than operating the Legacy Apache Properties and decommissioning them;</li> <li>2. Fieldwood I shall not purchase, sell, or farm-in any asset;</li> <li>3. Except in compliance with item 4 immediately below, Fieldwood I shall not farm-out any asset;</li> <li>4. If anyone makes an unsolicited proposal to farm in to any of the Legacy Apache Properties on fair market terms and conditions (including fair market rates of return), then Fieldwood I shall be obligated to market such farm-in opportunity and accept the highest and best offer for such farm-in opportunity as long as the transaction is accretive to Fieldwood I cashflow;</li> <li>5. Fieldwood I shall not incur indebtedness for borrowed money other than under the Standby Facility (defined below);</li> <li>6. Fieldwood I shall not use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the</li> </ol>
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	<p>Decommissioning Agreement (defined below) and the Standby Facility (defined below) until those obligations have been satisfied in full;</p> <p>7. Fieldwood I shall not amend its bylaws, limited liability agreement, or other organizational documents, and any effort to do so shall be ineffective for any purpose;</p> <p>8. Fieldwood I shall not engage in any activity or take any action outside the ordinary course of business; and</p> <p>9. Fieldwood I shall not dissolve, liquidate, or merge or consolidate with any other entity.</p>
<b>Employee Matters</b>	<p>Fieldwood shall provide Apache with a list of certain employees involved in the operation and management of the Legacy Apache Properties no later than one month after finalizing definitive documentation for the transactions reflected in this Term Sheet and shall make such employees available on a mutually agreed timeline to be interviewed by Apache for potential employment by Apache following the consummation of the Fieldwood I transaction. Apache shall have no obligation to hire any such employees.</p> <p>Fieldwood is willing to consider assigning all or a portion of its existing decommissioning business, including separate P&amp;A equipment and spreads, to Apache in connection with mutually agreeable resolution of Fieldwood I terms and based on Fieldwood II's residual business post-restructuring. Consummation of the transaction outlined herein shall not be conditioned on Apache's potential acquisition of such decommissioning business.</p>
<b>Operations and Decommissioning Activities</b>	<p>Fieldwood I shall hire an independent third-party service provider to perform all operations and decommissioning on behalf of Fieldwood I. The work to be performed by the independent service provider shall be bid out to not less than three (3) qualified candidate service providers, each with a minimum of five (5) years of relevant experience. The qualified bidder who bids the lowest price and best terms, in view of relevant experience, shall be selected as the initial service provider. To facilitate the transition process prior to selection of such service provider, upon the effectiveness of the plan of reorganization, Fieldwood I will enter into a transition services agreement with Fieldwood II to provide operational services for Fieldwood I and the initial service provider. Such transition services agreement may be terminated by Fieldwood I at any time. In the event the service provider must be removed (which may be done by the sole manager, but only with Apache's consent) and/or replaced or otherwise no longer serves, then the sole manager shall again bid out the work in accordance with the procedures outlined hereinabove. No later than 45 days after the Chapter 11 filing date (the "Petition Date"), Fieldwood may select with Apache's consent, which consent may be withheld by Apache in its sole discretion, certain properties (the "Retained Properties") for which Fieldwood II or its successors shall retain operatorship or ownership and operatorship.<sup>1</sup> Properties set forth on <u>Schedule A</u>, attached hereto, constitute the agreed-upon Retained Properties as of the date of this Term Sheet. With regard to ST 308 (identified as a Retained Property on <u>Schedule A</u>),</p>

<sup>1</sup> Properties comprise fields, onshore and offshore facilities, inventory, shore bases, and other assets in which Fieldwood has acquired an incremental working interest separate from the Apache acquisition or have an operational relationship to other Fieldwood properties and which will be operated by or owned and operated by the Fieldwood II or the Fieldwood deepwater business.

	<p>Fieldwood's interest in such property will be transferred to, or allocated through the divisional merger, and owned and operated by the party who owns the deepwater Katmai project upon effectiveness of Fieldwood's plan of reorganization, and the owner of such property shall provide Fieldwood I with a surety bond in a form acceptable to Fieldwood I securing the decommissioning obligations for the ST 308 lease and associated ROW(s) in the amount of \$13.2 million. With regard to VR 78 and VR 362/371 (each identified as a Retained Property on <u>Schedule A</u>), Fieldwood's interest in such properties will remain with Fieldwood II and be owned and operated by Fieldwood II, and Fieldwood II shall assume the decommissioning obligations with respect to those properties. With regard to the four properties listed on <u>Schedule A</u> as "Operatorship" in which ownership will be retained by Fieldwood I, a joint operating agreement reasonably satisfactory to Apache will be put in place (or amended) which provides that Fieldwood I as non-operator will have the right to opt in or out of participation in any future capital spending or project related to a work-over or recompletion of an existing well on the property or the drilling of a new well on the property (a "New Project"). If Fieldwood I elects not to participate in accordance with the applicable joint operating agreement, Fieldwood II as Operator may fund (and, if so, it will indemnify Fieldwood I against costs and liabilities associated with) such New Project as an exclusive (sole risk) operation giving Fieldwood II sole right and obligation to any and all risk, costs, liabilities, downside, and upside from such New Project. Fieldwood I shall retain all of its rights and obligations relating to the property other than those rights and obligations created by the New Project. Services provided by Fieldwood II under such JOA will be billed to Fieldwood I at Fieldwood II's actual costs without any actual or allocated overhead or additional G&amp;A charges.</p> <p>Services provided by Apache or its third-party contractors to Fieldwood I will be billed to Fieldwood I at Apache's cost and according to typical industry practices under a joint operating agreement.</p>
<b>Right to Fund Capital Expenditures</b>	<p>Apache will have the right, but not the obligation, to fund any future capital expenditures related to projects forecast to increase production or cash flow on the Legacy Apache Properties ("Approved CapEx") upon terms and conditions mutually agreed between Apache and Fieldwood I.</p> <p>At confirmation, to the extent it is formed or the equivalent entity exists, Fieldwood II and Fieldwood I will enter into a Joint Development Agreement ("JDA") whereby Fieldwood II has the right for two years to present capital projects to Fieldwood I relating to Legacy Apache Properties, which will give Fieldwood I, in Fieldwood I's sole discretion, the option to participate or decline participation under terms mutually agreed and set forth in the JDA. Also, if Fieldwood I intends to decommission a property that was producing at the time Fieldwood I was created, upon notice, Fieldwood II will have the option for a period of time to be agreed on by the parties to request to take over (in the form of participation or conveyance to Fieldwood II) such property in accordance with terms set forth in the JDA. Such request may be accepted or rejected by Fieldwood I in its sole discretion.</p>

<b>Initial Capitalization</b>	Fieldwood shall deposit into Fieldwood I an amount equal to \$50 million minus the actual post-petition decommissioning spend by Fieldwood on the Legacy Apache Properties.
<b>Additional Initial Funding Sources</b>	<p>In addition to Fieldwood's contribution above, Fieldwood I will be capitalized and funded as follows:</p> <ol style="list-style-type: none"> <li>1) Any and all funds in Trust A shall be made available as described under "Assumption of Obligations" below and</li> <li>2) Cash flow from the Legacy Apache Properties shall be reinvested and used for decommissioning activities, to fund Approved CapEx, and to repay amounts outstanding, if any, under the Standby Facility.</li> </ol>
<b>Assumption of Obligations</b>	<p>Fieldwood I shall continue to be responsible for all of Fieldwood's obligations under the Decommissioning Agreement dated as of September 30, 2013 among the Apache PSA Parties and the Fieldwood PSA Parties (as amended, the "Decommissioning Agreement") and the PSA, including all related contracts, and all contracts relating to insurance, surety bonds, letters of credit, and other decommissioning security assets and all other obligations relating to the Legacy Apache Properties (except to the extent reimbursement or indemnification obligations with respect to the surety bonds and letters of credit are discharged through the bankruptcy), but shall not be responsible for any other obligations of Fieldwood related to its other assets. However, if Fieldwood I is created in a manner other than a divisional merger and is not a residual entity from Fieldwood, Fieldwood I shall assume the same obligations described in the immediately preceding sentence, and Fieldwood and Apache will agree on a structure to complete the formation transaction consistent with the intent of this Term Sheet; provided that all necessary consents can be obtained in order to preserve all material rights of Apache under the material contracts described above, including the letters of credit and bonds issued to Apache in support of the Decommissioning Agreement. If the plan of reorganization confirmed by the bankruptcy court and the definitive documents contemplated herein are consistent with the terms herein unless otherwise agreed and grant Apache all the rights and protections provided for in this Term Sheet unless otherwise agreed, then Apache will waive any claims against the debtor based on any alleged prepetition breach of the Decommissioning Agreement or any related agreement and shall release any and all claims against the debtors and all other released parties under Fieldwood's plan of reorganization (and such releases shall be mutual with Apache benefiting as a released party under the plan) but only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security, in any respect.</p> <p>If (i) Fieldwood I defaults on its decommissioning obligations under the Decommissioning Agreement, (ii) any governmental authority or any other Person or entity seeks to cause Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, and (iii) Apache conducts the decommissioning, it shall be done in a manner that entitles Apache to draw on cash in Trust A, the letters of credit, and the bonds currently outstanding, totaling approximately \$736 million (the "Decommissioning Security") in reimbursement of such advances. Apache shall</p>



	<p>be entitled to draw at any time prior to completion of decommissioning of the Legacy Apache Properties should certain letters of credit or bonds of the Decommissioning Security not be renewed in a manner consistent in all respects with the existing terms of such letters of credit or bonds, and, if drawn in such manner, such funds shall be contributed to Trust A. Fieldwood I shall take any action reasonably requested by Apache to entitle Apache to draw on the Decommissioning Security as contemplated in this Term Sheet and shall not take any position in any proceeding or otherwise inconsistent with Apache's ability to draw on the Decommissioning Security.</p>
<b>Standby Facility</b>	<p>After the Decommissioning Security has been exhausted or is not available to pay or reimburse Apache for decommissioning, Fieldwood I will have the right to borrow from Apache the funds required to perform decommissioning on the Legacy Apache Properties via a line of credit (the "Standby Facility").</p> <p>The Standby Facility shall have a first lien on all the assets of Fieldwood I. Cash advanced shall earn interest at 400 basis points (4% per annum) over the interest rate of Apache's then most recently issued bonds. All principal and interest will be paid in cash from the first available free cash flow of Fieldwood I following each loan. Additional customary terms and conditions TBD. The first lien shall also secure Fieldwood I's obligations to Apache under the Decommissioning Agreement.</p> <p>The Standby Facility shall mature at completion of all decommissioning activities.</p>
<b>Beneficiaries of the Fieldwood I</b>	<p>Fieldwood has the right to designate who shall receive ownership interests entitling the holder to any assets remaining in Fieldwood I after decommissioning is complete and the Standby Facility is repaid. Such interests may be distributed by Fieldwood (consistent with the rules of priority and as may be negotiated under the plan) upon confirmation of Fieldwood's plan of reorganization or as otherwise agreed thereafter but shall thereafter be non-transferable on the books and records of Fieldwood I, it being the goal of all parties that Fieldwood I will not be a reporting entity for SEC purposes and such ownership interests in Fieldwood I shall not be registered or traded on any exchange. Apache understands and agrees that the restructuring transactions currently contemplated by the RSA (defined below) do not provide for the DIP Lenders or the pre-petition FLTL Lenders becoming beneficial owners of Fieldwood I.</p>
<b>Fieldwood's Plan of Reorganization</b>	<p>Apache will support a Fieldwood Chapter 11 plan of reorganization which provides for the Fieldwood I structure outlined herein and will execute a restructuring support agreement ("RSA") consistent with the terms herein evidencing same. The RSA shall provide that Apache shall have consent rights over all definitive documents related to the Fieldwood I structure outlined herein, and over the portions of the plan of reorganization and the confirmation order that provide for and approve the Fieldwood I structure outlined herein. The RSA shall contain customary termination rights.</p>
<b>Post-Petition Decommissioning Activity</b>	<p>The DIP Budget shall provide Fieldwood with reasonable funds to accomplish the following during the pendency of the Chapter 11 cases, as it pertains to the Legacy Apache Properties:</p>

	<ol style="list-style-type: none"> <li>1) Maintain and operate the properties as a reasonably prudent operator in the ordinary course of business,</li> <li>2) Maintain all of the assets in their current condition, subject to the Post-Petition Decommissioning Budget (defined below), and insurance upon such assets in amounts and kinds comparable to pre-petition coverage, and</li> <li>3) Perform decommissioning activities consistent with the Decommissioning Agreement in accordance with a budget agreed to in advance between Fieldwood and Apache (the "Post-Petition Decommissioning Budget"), the total amount of which budget shall not be greater than \$50 million during the pendency of the case, assuming an emergence by March 31, 2021. In the event of emergence later than March 31, 2021, Fieldwood and Apache shall (i) work in good faith to agree upon an extended Post-Petition Decommissioning Budget and (ii) in such event, if (a) Fieldwood has insufficient operating income from the Legacy Apache Properties to perform any required decommissioning within respect to any Legacy Apache Property, after mutually agreed upon capital expenditures, and (b) any governmental authority or any other Person or entity causes Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, then Apache will conduct or cause to be conducted such decommissioning in accordance with the terms of the Decommissioning Agreement.</li> </ol>
<b>Expense Reimbursement</b>	Fieldwood will pay up to \$4,000,000 of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood I and Fieldwood's restructuring; provided that such fees and expenses shall only be payable so long as Apache is a party to the RSA.
<b>Other Matters</b>	<p>Briarlake office sublease to be renegotiated (i) to reflect current market rates for remainder of sublease term; and (ii) to reflect reduced square-footage consistent with the scale and business functions of Fieldwood II or its successors as a result of the Chapter 11 plan of reorganization).</p> <p>Fieldwood and Apache shall negotiate mutually agreeable definitive documentation for the transactions reflected in this Term Sheet within 45 days of the Petition Date. Additionally, Apache acknowledges and agrees that the definitive documentation implementing the transactions contemplated under this Term Sheet shall be subject to approval of holders of consent rights as set forth in the RSA, including certain DIP and FLTL Lenders consent rights, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in this Term Sheet shall not be considered unreasonably withholding approval.</p>
<b>Effectiveness</b>	The transactions contemplated by this Term Sheet, and as set forth in definitive documentation, shall (i) require that the Decommissioning Agreement and related agreements will not be rejected by the debtor during the Chapter 11 case, and such obligations shall be allocated to, and remain the obligations of, Fieldwood I upon



Apache / Fieldwood Restructuring Term Sheet

	the consummation of the plan and the divisional merger contemplated herein, (ii) preserve all Apache's rights with respect to Trust A, the net profits interests, and the letters of credit and bonds issued to Apache under the Decommissioning Agreement, and (iii) become effective on the consummation of Fieldwood's plan of reorganization.
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**Schedule A: Retained Properties**

<b>Field</b>	<b>Classification</b>
ST 308	Ownership and Operatorship
GI 110/116	Operatorship
GI 43	Operatorship
ST 53/67/68	Operatorship
MC 109	Operatorship
VR 78	Ownership and Operatorship
VR 362/371	Ownership and Operatorship

**Exhibit 1**

**Certificate of Conversion (DE) (FWE)**

**STATE OF DELAWARE  
CERTIFICATE OF CONVERSION  
FROM A DELAWARE LIMITED LIABILITY COMPANY  
TO A NON-DELAWARE ENTITY  
PURSUANT TO SECTION 18-216 OF  
THE LIMITED LIABILITY COMPANY ACT**

1.) The name of the Limited Liability Company is \_\_\_\_\_  
Fieldwood Energy LLC.

(If changed, the name under which it's certificate of formation was originally  
filed: \_\_\_\_\_)

2.) The date of filing of its original certificate of formation with the Secretary of  
State is 11/5/2012.

3.) The jurisdiction in which the business form, to which the limited liability company  
shall be converted, is organized, formed or created is Texas.

4.) The conversion has been approved in accordance with this section;

5.) The limited liability company may be served with process in the State of Delaware in  
any action, suit or proceeding for enforcement of any obligation of the limited liability  
company arising while it was a limited liability company of the State of Delaware, and  
that it irrevocably appoints the Secretary of State as its agent to accept service of process  
in any such action, suit or proceeding.

6.) The address to which a copy of the process shall be mailed to by the Secretary of State  
is

CAPITOL CORPORATE SERVICES, INC.  
206 E. 9TH STREET, SUITE 1300 AUSTIN, TX 78701

In Witness Whereof, the undersigned have executed this Certificate of Conversion on this  
\_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

By: \_\_\_\_\_  
Authorized Person

Name: \_\_\_\_\_  
Print or Type

**Exhibit 2**

**Certificate of Conversion (TX) (FWE)**

**STATE OF TEXAS  
CERTIFICATE OF CONVERSION  
OF A  
DELAWARE LIMITED LIABILITY COMPANY  
TO A  
TEXAS LIMITED LIABILITY COMPANY**

This Certificate of Conversion (this “Certificate”), dated as of [●], 2021, has been duly executed and is being filed by Fieldwood Energy LLC, a Delaware limited liability company, to convert to Fieldwood Energy LLC, a Texas limited liability company under Section 10.102 of the Texas Business Organizations Code (the “TBOC”).

1. The name of the converting entity is Fieldwood Energy LLC, a Delaware limited liability company (the “Converting Entity”).
2. The jurisdiction of formation of the Converting Entity is the State of Delaware and the date of formation of the Converting Entity is November 5, 2012.
3. The Converting Entity is converting from a limited liability company formed under the laws of the State of Delaware to a Texas limited liability company formed under the laws of the State of Texas. The name of the Texas limited liability company is “Fieldwood Energy LLC” (the “Company”).
4. The file number issued to the Converting Entity by the Secretary of State is 0801715506.
5. The plan of conversion (the “Plan”) as required under Section 10.103 of the TBOC is attached hereto as Exhibit A.
6. The Certificate of Formation of the Company is attached to the Certificate of Conversion as Exhibit A to the Plan.
7. The Plan has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.
8. The Company will be responsible for the payment of any required franchise taxes of the Converting Entity.
9. This document shall become effective upon its acceptance and filing by the Secretary of State of the State of Texas.



IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

FIELDWOOD ENERGY LLC

By: \_\_\_\_\_

Name: [●]

Title: [●]

**Exhibit A**

**Plan of Conversion**

See attached.

**Exhibit 3**

**Plan of Conversion (TX) (FWE)**

**PLAN OF CONVERSION  
OF  
Fieldwood Energy LLC  
(a Delaware limited liability company)  
INTO  
Fieldwood Energy LLC  
(a Texas limited liability company)**

Adopted on [●], 2021

Pursuant to the provisions of Section 18-216 of the Delaware Limited Liability Company Act and Section 10.103 of the Texas Business Organizations Code, Fieldwood Energy LLC, a Delaware limited liability company ("Fieldwood"), hereby adopts the following Plan of Conversion:

1. The name of the converting entity is "Fieldwood Energy LLC", a Delaware limited liability company, and the name of the converted entity is "Fieldwood Energy LLC", a Texas limited liability company (the "Company").
2. Fieldwood is continuing its existence in the organizational form of a Texas limited liability company.
3. The Company is to be a limited liability company under the laws of the State of Texas.
4. 100% of the membership interests of Fieldwood outstanding immediately prior to the conversion shall by virtue of the conversion and without any action on the part of the holders thereof, automatically be converted into 100% of the issued and outstanding membership interests of the Company.
5. The conversion shall become effective upon (a) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Texas and (b) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Delaware.
6. The Company will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and taxes if they are not timely paid.
7. Attached as Exhibit A to this Plan of Conversion is the Texas Certificate of Formation of the Company.
8. The Plan of Conversion has been approved as required by the laws of the Corporation's jurisdiction of formation and governing document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first written above.

**FIELDWOOD ENERGY LLC**

By: \_\_\_\_\_  
Name: [•]  
Title: [•]

**EXHIBIT A**  
**CERTIFICATE OF FORMATION**

*See attached.*



**Exhibit 4**

**Certificate of Formation (TX) (FWE)**

**Form 205**  
**(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709  
**Filing Fee: \$300**



This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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**OR**

**IF ORGANIZATION**

FIELDWOOD ENERGY INC.

*Organization Name*

**ADDRESS**

2000 W. SAM HOUSTON PKWY S., SUITE 1200	HOUSTON	TX	USA	77042-3623
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed under a plan of conversion. The name of the converting entity is Fieldwood Energy LLC. The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042. The converting entity was formed on 11/5/2012 under the laws of the State of Delaware, USA. The converting entity was previously a Delaware limited liability company. The converting entity is registered as a foreign entity under the Texas Secretary of State file number 0801715506.

**Organizer**

The name and address of the organizer:

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*Name*

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*Street or Mailing Address*

*City*

*State*

*Zip Code*

**Effectiveness of Filing** (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of conversion of Fieldwood Energy LLC with the Secretary of State of Texas .

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

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Signature of organizer

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Printed or typed name of organizer

**Exhibit 5**

**Agreement and Plan of Merger (TX) (FWE)**

**AGREEMENT AND PLAN OF MERGER  
OF  
FIELDWOOD ENERGY LLC  
INTO  
FIELDWOOD ENERGY I LLC  
AND  
FIELDWOOD ENERGY III LLC**

This AGREEMENT AND PLAN OF MERGER, dated as of [●], 2021 (this “Plan of Merger”), is adopted by Fieldwood Energy LLC, a Texas limited liability company (“FWE”).

WHEREAS, commencing August 3, 2020, FWE and certain other affiliates of FWE (each, a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (each case of a Debtor, a “Case” and collectively, the “Chapter 11 Cases”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the [*Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* at Docket No. [●]] (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Plan of Reorganization”), which was confirmed by order of the Bankruptcy Court entered on [●], 2021 at Docket No. [●] (as may be amended, modified, and supplemented, the “Confirmation Order”);

[WHEREAS, in accordance with the Plan of Reorganization and Confirmation Order, pursuant to the Credit Bid Purchase Agreement certain assets and properties of the Debtors (defined in the Plan of Reorganization as the “Credit Bid Acquired Interests”) were sold and conveyed to, and certain liabilities and obligations of Debtors (defined in the Plan of Reorganization as the “Credit Bid Assumed Liabilities”) were assumed by, FWE II prior to the Effective Time (the “Credit Bid Transaction”);]

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE converted from a Delaware limited liability company to a Texas limited liability company on [●], 2021;

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE is to effect a divisional merger as set forth in this Plan of Merger (the “Merger”), pursuant to which, among other things:

- a) FWE shall maintain its separate existence and continue as a surviving entity under the name “Fieldwood Energy III LLC” (as such entity exists from and after the Effective Time, “FWE III”);
- b) a new Texas limited liability company shall be formed under the name “Fieldwood Energy I LLC” (“FWE I”);

- c) all of the FWE I Assets (as defined below) shall be allocated to, possessed by, and vested in FWE I, and all of the FWE I Obligations (as defined below) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I;
- d) all of the assets of FWE (other than the FWE I Assets and the Credit Bid Acquired Assets) shall be allocated to, possessed by, and vested in FWE III; and
- e) all of the liabilities and obligations of FWE (other than the FWE I Obligations and the Credit Bid Assumed Liabilities) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III; and

WHEREAS, this Plan of Merger has been authorized by the Confirmation Order, which provides such approval of the transactions contemplated hereby as required for purposes of Sections 10.001, 10.002, and 10.302 of the Texas Business Organizations Code (the “TBOC”), and, in accordance with Section 10.008 of TBOC, the Merger shall be consummated without any transfer or assignment having occurred.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the resulting entities and such other details and provisions of the Merger as are deemed necessary or desirable, FWE has agreed and covenanted, and does hereby agree and covenant, as follows:

1. Subject to the provisions of this Plan of Merger, FWE shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Texas in such form as is required by, and executed in accordance with, the relevant provisions of the TBOC, in substantially the form attached as Exhibit A (the “Certificate of Merger”), together with a certificate of formation of FWE I in substantially the form attached as Exhibit B. The Certificate of Merger shall provide that the Merger shall be effective on the date the Certificate of Merger is accepted and filed with the Secretary of State of the State of Texas (the “Effective Time”).

2. At the Effective Time:

(a) FWE shall be divisionally merged in accordance with the TBOC with (i) FWE I being formed as a Texas limited liability company separate from FWE III and continuing as a surviving business entity of the Merger as to the FWE I Assets and the FWE I Obligations in accordance with the TBOC under the name “Fieldwood Energy I LLC” and (ii) FWE continuing as a surviving business entity of the Merger as to all assets and liabilities of FWE (other than the FWE I Assets, the FWE I Obligations, the Credit Bid Acquired Assets, and the Credit Bid Assumed Liabilities) in accordance with the TBOC under the name “Fieldwood Energy III LLC.” The Merger will have the effect set forth below and in Section 10.008 of the TBOC.

(b) There shall be no change (through conversion, exchange, or otherwise) to the membership interests of FWE, which membership interest in FWE III will continue to be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.



(c) All of the membership interests of FWE I shall be owned by Fieldwood Energy Inc. as of immediately following the Effective Time

(d) All of the rights, assets, and properties of FWE described in Part A of Schedule I attached hereto (the “FWE I Assets”) shall be allocated to, possessed by, and vested in FWE I without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(e) All of the liabilities and obligations of FWE described in Part B of Schedule I attached hereto (the “FWE I Obligations”) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I. For the avoidance of doubt, the FWE I Obligations exclude all Credit Bid Assumed Liabilities (including all Closing Date Payables and all FWE II Retained Properties Payables).

(f) All of the rights, assets, and properties of FWE other than the FWE I Assets and the Credit Bid Acquired Assets (collectively, the “FWE III Assets”), including (i) those rights, assets, and properties of FWE described in Part A of Schedule II attached hereto (collectively, the “Wind Down Assets”) and (ii) those rights, assets, and properties described in Part A of Schedule III (collectively, the “Predecessor Assets”), shall be allocated to, possessed by, and vested in FWE III without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(g) All of the liabilities and obligations of FWE other than the FWE I Obligations and the Credit Bid Assumed Liabilities (collectively, the “FWE III Obligations”), including (i) all liabilities and obligations to the extent relating to the Wind Down Assets and all liabilities and obligations described in Part B of Schedule II attached hereto (collectively, the “Wind Down Obligations”), (ii) all of the liabilities and obligations of FWE retained by FWE upon consummation of the Credit Bid Transaction, as well as (except as provided in Section 3(b)(i)) obligations of FWE under the Credit Bid Purchase Agreement, and (iii) all liabilities and obligations relating to the Predecessor Assets and all liabilities and obligations described in Part B of Schedule III attached hereto (collectively, the “Predecessor Obligations”), shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III.

### 3. Post-Merger Covenants.

(a) Each of FWE I and FWE III shall, at any time and from time to time from and after the Effective Time as and when requested by FWE I or FWE III, or by their respective successors or assigns, execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, transfers, deeds, or other instruments as FWE I or FWE III, as applicable, or such successors or assigns, may reasonably deem necessary in order to evidence (i) the allocation to and vesting in FWE I of the FWE I Assets, and the allocation to and vesting in FWE I of, and the liability and obligation of FWE I for, the FWE I Obligations as a result of the Merger and (ii) the allocation to and vesting in FWE III of the FWE III Assets, and the allocation to and vesting in FWE III of, and the liability and obligation of FWE III for, the FWE III Obligations as a result of the Merger. Without limiting the foregoing, FWE III shall take such actions as necessary to effect a transfer from **[insert applicable bank account]** to an account

designated in writing by FWE I of (i) the FWE I Cash Amount, (ii) the FWE I Suspense Funds, and (iii) the Prepaid JIB Cash Amount.

(b) From and after the Effective Time (i) FWE I shall, and shall cause the FWE I Subsidiaries controlled by FWE I to, perform the obligations of FWE under Section [●]<sup>1</sup> of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE I Assets or any assets held by such FWE I Subsidiaries as of the Effective Time (provided FWE I shall have no obligation to incur any cost or expense in performing such obligations) and (ii) FWE III shall, and shall cause its subsidiaries to, perform the obligations of FWE under Section [●] of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE III Assets or any assets held by subsidiaries of FWE III as of the Effective Time.

4. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE I shall only be allocated, shall only possess, and shall only be vested in and receive the FWE I Assets, and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE I Obligations, and FWE I shall have no rights or obligations relating to any of the FWE III Assets or the FWE III Obligations, except as may be expressly set forth in Section 6 or a separate agreement, which is entered into at or after the Effective Time, between FWE I and FWE III with respect to such other Assets or Obligations; and FWE I shall not be deemed to be a predecessor in interest to any of the FWE III Assets or the FWE III Obligations.

5. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE III shall only be allocated, shall only possess, and shall only be vested in and receive the FWE III Assets and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE III Obligations, and FWE III shall have no rights or obligations relating to any of the FWE I Assets or the FWE I Obligations, except as may be expressly set forth in Section 6 or in a separate agreement, which is entered into at or after the Effective Time, between FWE III and FWE I with respect to such other Assets or Obligations; and FWE III shall not be deemed to be a predecessor in interest to any of the FWE I Assets or the FWE I Obligations.

6. If immediately prior to the Effective Time, FWE owned an interest or right in assets (other than Predecessor Oil and Gas Properties or Wind Down Oil and Gas Properties) which FWE did not acquire under or pursuant to the Apache PSA and which<sup>2</sup>, immediately prior to the Effective Time, was used in connection with or held for use in connection both with (a) FWE I Oil and Gas Properties or FWE I Rights of Way, on the one hand, and any of (b)(i) Wind Down Oil and Gas Properties or Wind Down Rights of Way or (ii) Predecessor Oil and Gas Properties or Predecessor Rights of Way, on the other hand (individually, a “Fieldwood Joint Use Property” and, collectively, the “Fieldwood Joint Use Properties”), then FWE I shall own such Fieldwood Joint Use Property as an FWE I Asset and such Fieldwood Joint Use Property shall not be a Wind

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<sup>1</sup> **Note to Draft:** This is to reference the provision of the Credit Bid Purchase Agreement providing for collection of Closing Accounts Receivable post sale to FWE II.

<sup>2</sup> **Note to Draft:** FWE confirming there are no Legacy Apache Assets that are also used for any other interests/assets. To the extent any Legacy Apache Assets are also used for any other interests/assets, such assets will be identified and will either be added to the assets governed by Section 6 or FWE I and FWE III will enter into a letter agreement regarding the joint use of such assets consistent with Section 6 or as otherwise agreed to by FWE I and FWE III.

Down Asset or a FWE III Asset or owned by FWE III; provided, however, that FWE III shall have, and FWE I shall provide FWE III with, access, use, and economic benefit with respect to such Fieldwood Joint Use Property to the extent, and only to the extent, such Fieldwood Joint Use Property was used or held for use in connection with the applicable Wind Down Oil and Gas Properties, Wind Down Rights of Way, Predecessor Oil and Gas Properties, or Predecessor Rights of Way immediately prior to the Effective Time; provided, further, that any obligation or liability incurred by FWE I to the extent arising from, related to, or connected with such access, use, or economic benefit by or on behalf of FWE III, (1) shall not constitute an FWE I Obligation, (2) shall be FWE III Obligations and the obligations and liabilities of FWE III, and (3) FWE III shall indemnify and hold harmless FWE I and the FWE Subsidiaries from and against all such obligations and liabilities allocated to FWE III pursuant to this Section 6.

7. Certain Definitions. As used herein and in the Schedules and Exhibits attached hereto, (i) the terms set forth below have the meanings ascribed to such terms below and (ii) the terms defined in the Schedules and Exhibits attached hereto have the meanings ascribed to such terms in such Schedules and Exhibits.

(a) “Apache” means Apache Corporation, a Delaware corporation.

(b) “Apache PSA” means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf, and FWE, as amended from time to time, and the transaction documents executed in connection therewith.

(c) “Asset” means any individual asset, property, right, or interest in any of the FWE I Assets or the FWE III Assets; “Assets” means, collectively, the FWE I Assets and the FWE III Assets.

(d) “Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

(e) “Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

(f) “Case” has the meaning ascribed to such term in the recitals hereto.

(g) “Casualty” means an event in which any portion of the Assets is damaged or destroyed or otherwise impaired by fire, explosion, tornado, hurricane, earthquake, earth movement, flood, water damage, or other similar casualty or is taken in condemnation or under right of eminent domain.

(h) “Certificate of Merger” has the meaning ascribed to such term in Section 1 hereto.

(i) “Chapter 11 Cases” has the meaning ascribed to such term in the recitals hereto.

(j) “Closing Accounts Receivable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(k) “Closing Date Payable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(l) “Confirmation Order” has the meaning ascribed to such term in the recitals hereto.

(m) “Contract” means any contract, lease, license, purchase order, sales order, indenture, note, bond, loan, instrument, obligation, promise, grant, or other agreement, arrangement, understanding or commitment, whether or not in written form, that is binding upon a Person or its property.

(n) “Conveyed” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, the applicable Governmental Authority.

(o) “Credit Bid Acquired Interests” has the meaning ascribed to such term in the recitals hereto.

(p) “Credit Bid Assumed Liabilities” has the meaning ascribed to such term in the recitals hereto.

(q) “Credit Bid Purchase Agreement” means the Purchase and Sale Agreement, [dated [●], [●], by and among FWE, [FWE Affiliates] and FWE II].

(r) “Credit Bid Transaction” has the meaning ascribed to such term in the recitals hereto.

(s) “Debtor” and “Debtors” has the meaning ascribed to such term in the recitals hereto.

(t) “Decommissioning” has the meaning ascribed to such term in the Decommissioning Agreement.

(u) “Decommissioning Agreement” has the meaning ascribed to such term clause (xix) in Part A of Schedule I attached hereto.

(v) “Effective Time” has the meaning ascribed to such term in Section 1 hereto.

(w) “Environmental Laws” means, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Endangered Species Act, 16 U.S.C.

§ 1531 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended in effect as of the Effective Time, and all similar laws in effect as of the Effective Time of any Governmental Authority having jurisdiction over the property in question addressing pollution, protection of the environment, biological resources, Hazardous Substances, or P&A Obligations.

(x) “Environmental Liabilities” means any and all damages, remediation, obligations, liabilities, environmental response costs, costs to cure, cost to investigate or monitor, restoration costs, costs of remediation or removal, settlements, penalties, fines, and attorneys’ and consultants fees and expenses arising out of or related to any violations or non-compliance with any Environmental Laws, including any contribution obligation under CERCLA or any other Environmental Law or matters incurred or imposed pursuant to any claim or cause of action by a Governmental Authority or other Person, attributable to any environmental liabilities, any Release of Hazardous Substances, or any other environmental condition with respect to the ownership or operation of the Assets, including conditions of Facilities not in compliance with Laws promulgated by the Bureau of Ocean Energy Management (“BOEM”), the Bureau of Safety and Environmental Enforcement (“BSEE”), or the United States Coast Guard.

(y) “Facilities” means the FWE I Facilities, the Wind Down Facilities, or the Predecessor Facilities, as applicable.

(z) “Fieldwood Joint Use Property” has the meaning ascribed to such term in Section 6 hereto.

(aa) “FWE” has the meaning ascribed to such term in the recitals hereto.

(bb) “FWE I” has the meaning ascribed to such term in the recitals hereto.

(cc) “FWE I Assets” has the meaning ascribed to such term in Section 2(d) hereto.

(dd) “FWE I Cash Amount” has the meaning ascribed to such term in clause (xxiii) of Part A of Schedule I hereto.

(ee) “FWE I Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule I attached hereto.

(ff) “FWE I Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule I attached hereto.

(gg) “FWE I Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(hh) “FWE I Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ii) “FWE I Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule I attached hereto.

(jj) “FWE I Obligations” has the meaning ascribed to such term in Section 2(e) hereto.

(kk) “FWE I Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule I attached hereto.

(ll) “FWE I Subsidiaries” means GOM Shelf and the other entities listed on Exhibit I-I.

(mm) “FWE I Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(nn) “FWE I Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule I attached hereto.

(oo) “FWE II” means **[insert Buyer under the Credit Bid Purchase Agreement]**.

(pp) “FWE II Retained Properties” has the meaning ascribed to such term in Part A of Schedule I attached hereto.

(qq) “FWE II Retained Properties Payables” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(rr) “FWE III” has the meaning ascribed to such term in the recitals hereto.

(ss) “FWE III Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(tt) “FWE III Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(uu) “GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company.

(vv) “GOM Shelf Oil and Gas Properties” means the ownership interests held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA in (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in Hydrocarbons in place and mineral interests or servitudes of every nature in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as GOM Shelf Leases thereon (collectively, the “GOM Shelf Leases”), (ii) all pooled, communitized, or unitized acreage that includes all or part of any GOM Shelf Leases (the “GOM Shelf Units”), (iii) all tenements, hereditaments, and appurtenances belonging to the GOM Shelf Leases and the GOM Shelf Units (collectively with the GOM Shelf Leases and GOM Shelf Units, the “GOM Shelf



Lands”), and (iv) any and all Hydrocarbon, water, CO<sub>2</sub>, injection wells or other wells completed on, drilled from, or otherwise located, in whole or in part, on, under, or within the GOM Shelf Lands, in each case whether producing, non-producing, shut in, or permanently or temporarily Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as GOM Shelf Wells thereon and all wellbores spudded prior to the Effective Time located on the GOM Shelf Lands (the “GOM Shelf Wells”); for the avoidance of doubt, (x) the GOM Shelf Oil and Gas Properties shall not include any of the FWE II Retained Properties, (y) the GOM Shelf Lands shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-A shall reference only such ownership interests, and (z) the GOM Shelf Wells shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-B shall reference only such ownership interests.

(ww) “GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

(xx) “Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory, or administrative agency, court, or arbitral body, or any subdivision of any of the foregoing.

(yy) “Hazardous Substances” means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as “hazardous waste”, “hazardous substance” or “hazardous material” under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, or toxic substances that are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Liability under, any applicable Environmental Law, including hazardous substances under CERCLA.

(zz) “Hydrocarbons” means oil and gas and other hydrocarbons produced or processed in association therewith (regardless of whether such item is in liquid or gaseous form), or any combination thereof, and any minerals (whether in liquid or gaseous form) produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, iso-butane, nor-butane, gasoline, and scrubber liquids) of any type and chemical composition.

(aaa) “Imbalance” means any over-production, under-production, over-delivery, under-delivery, or similar imbalance of Hydrocarbons produced from or allocated to the FWE I Assets or the FWE III Assets, as applicable, regardless of whether such over-production, under-production, over-delivery, under-delivery, or similar imbalance arises at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under processing agreements, and imbalances under gathering or transportation agreements.



(bbb) “Implementation Cost Cap” shall be an amount equal to \$[●].<sup>3</sup>

(ccc) “Interim Unpaid P&A Expenses” has the meaning ascribed to such term in clause (ix) in Part B of Schedule I attached hereto.

(ddd) “JIB Advance AR” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(eee) “Laws” means all laws (including common law), statutes, rules, regulations, ordinances, orders, decrees, requirements, judgments, and codes of Governmental Authorities.

(fff) “Merger” has the meaning ascribed to such term in the recitals hereto.

(ggg) “Obligation” means any individual liability or obligation in any of the FWE I Obligations or the FWE III Obligations; “Obligations” means, collectively, the FWE I Obligations and the FWE III Obligations.

(hhh) “P&A Obligations” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

(iii) “Person” means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority, or any other entity.

(jjj) “Plan Effective Date” means the date on which the [Plan of Reorganization/Confirmation Order becomes effective].

(kkk) “Plan of Merger” has the meaning ascribed to such term in the recitals hereto.

(lll) “Plan of Reorganization” has the meaning ascribed to such term in the recitals hereto.

(mmm) “Plugging and Abandonment” and “Plug and Abandon” and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets or the FWE III Assets, as applicable, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Wells, the Wind Down Wells, or the Predecessor Wells, as applicable, or the FWE I Facilities, the Wind Down Facilities, and the Predecessor Facilities, as applicable, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Assets and the FWE III Assets, as applicable, the flushing, pickling, burial, removal, and capping of all associated flowlines, field

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<sup>3</sup> Note to Draft: Implementation Costs Cap amount to be inserted once determined in accordance with Section 4 of the Apache Term Sheet Implementation Agreement.

transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Hazardous Substances and obligations to obtain plugging exceptions for any of the FWE I Wells, the Wind Down Wells, and the Predecessor Wells, as applicable, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable, or similar leasehold interests, beneficial interests, easements and the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable.

(nnn) “Predecessor Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(ooo) “Predecessor Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule III attached hereto.

(ppp) “Predecessor Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule III attached hereto.

(qqq) “Predecessor Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(rrr) “Predecessor Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(sss) “Predecessor Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(ttt) “Predecessor Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(uuu) “Predecessor Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule III attached hereto.

(vvv) “Predecessor Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule III attached hereto.

(www) “Predecessor Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule III attached hereto.

(xxx) “Predecessor Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(yyy) “Predecessor Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(zzz) “Prepaid JIB Cash Amount” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(aaaa) “Proprietary Seismic Data” means any and all proprietary Seismic Data owned (but not licensed) by FWE related to the FWE I Assets and/or the FWE III Assets.

(bbbb) “Records” means all books, records, files, data, information, drawings, maps, corporate, financial, tax, and legal data and records to the extent (and only to the extent) related to the FWE I Assets, the FWE I Obligations, the FWE III Assets, and/or the FWE III Obligations, as applicable, including electronic copies of all computer records where available, contract files, lease files, well logs, division order files, title opinions and other title information (including abstracts, evidences of rental payments, maps, surveys, and data sheets), hazard data and surveys, production records, SEMS Documentation and Procedures, Proprietary Seismic Data, engineering files, and environmental records.

(cccc) “Release” means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, or disposing into or through the environment of any Hazardous Substance, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance.

(dddd) “Royalties” means all rentals, minimum royalties, shut in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, the Wind Down Oil and Gas Properties, or the Predecessor Oil and Gas Properties, as applicable, or the proceeds thereof to third parties.

(eeee) “Seismic Data” means any and all seismic, geological, geochemical, and geophysical data (including core and fluid samples and other engineering, geological, and/or geophysical studies (including seismic data, studies, and information)), all licensed or proprietary or confidential geologic, seismic, geophysical, and interpretative data, records, and analyses, including any and all interpretations, derivative data, and other work products of any of the foregoing, and other similar information and records, in each case relating to the Assets or the regional area surrounding the Assets.

(ffff) “SEMS Documentation and Procedures” means all documents and procedures in place by FWE to comply with BSEE’s Safety and Environmental Management System (SEMS) 30 CFR 250 Subpart S with respect to the FWE I Assets and/or the FWE III Assets.

(gggg) “Standby Facility” means a secured line of credit to be provided by Apache to FWE I and GOM Shelf to fund the ongoing Plugging and Abandonment of the Legacy Apache Properties (as such term is defined in the FWE I LLC Agreement) and the GOM Shelf Properties, which shall become available to advance funds to FWE I and for use in accordance with the Standby Credit Facility Documents. The Standby Facility shall be secured by a first-priority lien on all the assets of FWE I (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of FWE I to Apache under the Decommissioning Agreement.

(hhhh) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(iiii) “Suspense Funds” means any and all funds held in suspense by FWE at the Effective Time, and any interest accrued in escrow accounts for such suspended funds.

(jjjj) “TBOC” has the meaning ascribed to such term in the recitals hereto.

(kkkk) “Wind Down Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(llll) “Wind Down Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule II attached hereto.

(mmmm) “Wind Down Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule II attached hereto.

(nnnn) “Wind Down Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(oooo) “Wind Down Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(pppp) “Wind Down Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(qqqq) “Wind Down Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

(rrrr) “Wind Down Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule II attached hereto.

(ssss) “Wind Down Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule II attached hereto.

(tttt) “Wind Down Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule II attached hereto.

(uuuu) “Wind Down Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(vvvv) “Wind Down Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

8. Choice of Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

9. FWE III Obligation to Pay Recording Expenses. Subject to the Implementation Costs Cap, FWE III shall, and shall cause its debtor affiliates in the Chapter 11 Cases to, on the Plan Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time in connection with the filing of record by or on behalf of FWE I or GOM Shelf of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Merger or that either FWE I or GOM Shelf determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties in GOM Shelf), and (b) the liabilities and obligations to be allocated to and vested in, respectively, FWE I or FWE III pursuant to the Merger have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "Implementation Costs"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests, and similar security documentation as is contemplated by the Standby Facility and the Standby Facility Documents to secure the obligations of FWE I and GOM Shelf thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

10. Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. As used herein, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Plan of Merger as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. All Exhibits and Schedules annexed hereto or referred to in this Plan of Merger are hereby incorporated in and made a part of this Plan of Merger as if set forth in full in this Plan of Merger, and definitions therein shall apply herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Plan of Merger, and vice-versa. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

11. Rejected Contracts. Any Contract rejected pursuant to Section 365 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed to be excluded and removed from any Exhibit or Schedule attached hereto, and any such Contract shall not be allocated to any of FWE I or FWE III, and any liabilities or obligations of such Contract shall be treated in accordance with the Plan of Reorganization and Confirmation Order or otherwise satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned has duly executed this Plan of Merger as of the date first written above.

**FIELDWOOD ENERGY LLC,**  
a Texas limited liability company

By: \_\_\_\_\_

Name:

Title:



**Exhibit A**

**Certificate of Merger**

[see attached]

**Exhibit B**

**Certificate of Formation – FWE I**

[see attached]

## Schedule I<sup>4</sup>

### FWE I Assets and FWE I Obligations

#### Part A:

“FWE I Assets” means all of FWE’s right, title, and interest in, to, or under the following, less and except any FWE II Retained Properties:

(i) the ownership interests Conveyed<sup>5</sup> to FWE pursuant to the Apache PSA in the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as FWE I Leases thereon (collectively, the “FWE I Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the FWE I Leases (the “FWE I Units”), and all tenements, hereditaments, and appurtenances belonging to the FWE I Leases and the FWE I Units (collectively with the FWE I Leases and FWE I Units, the “FWE I Lands”); for the avoidance of doubt, the FWE I Lands shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-A shall only reference such ownership interests;

(ii) the ownership interests Conveyed to FWE pursuant to the Apache PSA in any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells completed on, drilled from, or otherwise located, in whole or in part,<sup>6</sup> on, under, or within the FWE I Lands, in each case whether producing, non-producing, shut in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as FWE I Wells thereon and all wellbores spudded prior to the Effective Time located on the FWE I Lands (the “FWE I Wells” and, together with the FWE I Leases and the FWE I Units, but excluding the FWE II Retained Properties, the “FWE I Oil and Gas Properties”); for the avoidance of doubt, the FWE I Wells shall only include the ownership interests therein Conveyed to FWE pursuant

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<sup>4</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>5</sup> **Note to Draft:** Any additional interests in the FWE I Assets acquired by FWE other than under the Apache PSA (“Add-On Interests”) are to be identified by FWE and if, upon being identified, Apache agrees to the inclusion of such interest in the FWE I Assets Schedule I will be modified to include such interests and if Apache does not agree then such interests will be allocated to and vested in FWE III to the extent held by FWE as of the Effective Time.

<sup>6</sup> **Note to Draft:** FWE to confirm whether there are any wells that are not Legacy Apache Properties that would otherwise fall within this description, and, if so, expressly exclude those wells and allocate them to FWE III.

to the Apache PSA and the descriptions in Exhibit I-B shall only reference such ownership interests;

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed or otherwise) that (a) are located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, or the GOM Shelf Oil and Gas Properties, (b) are used or held for use in whole or in part in connection with any of the FWE I Wells or the GOM Shelf Wells and the operation of any of the FWE I Leases, or the GOM Shelf Leases (whether located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, the GOM Shelf Leases, the GOM Shelf Lands, the GOM Shelf Wells, or stored at a different location (onshore or offshore)), or (c) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, and such flowlines, pipelines, gathering lines, and/or pipeline capacity that either (1) are used or held for use in whole or in part in connection with any of the FWE I Leases, the FWE I Wells or the FWE I Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the FWE I Oil and Gas Properties, or (2) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto (the “FWE I Facilities”);

(iv) the Proprietary Seismic Data and licensed Seismic Data relating, in whole or in part, to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;<sup>7</sup>

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and held for use in whole or in part in connection with, the ownership or operation of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule I, Part A, but only to the extent such either (i) are used or held for use exclusively in connection with the ownership or operation of such properties, rights, titles, and interests, or (ii) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including the property described on Exhibit I-D(i) attached hereto and Exhibit I-D(ii) attached hereto (the “FWE I Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approved by applicable Government Authorities), licenses, orders, authorizations, franchises, and related instruments or rights to the extent relating in whole or in part to the ownership, operation, or use of any or all of the GOM Shelf Oil and Gas Properties

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<sup>7</sup> **Note to Draft:** No proprietary seismic (remains under review).

or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule I, Part A (the “FWE I Permits”);<sup>8</sup>

(vii) Service Agreement, dated April 1, 2015, applicable to Firm Transportation Service under FT-2 Rate Schedule by and between Discovery Gas Transmission LLC as Transporter and Fieldwood Energy LLC as Shipper;

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the FWE I Leases, the FWE I Units, or the FWE I Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the FWE I Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit I-E attached hereto;<sup>9</sup>

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate, in whole or in part, to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (and including any insurance contract if such insurance contract provides coverage for any incident that occurs on any FWE I Asset(s) or the GOM Shelf Oil and Gas Properties at, before, or after the Effective Time, but excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder) or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts relating to the FWE I Assets (but expressly excluding any such agreements pursuant to which FWE acquired interests in or to any other FWE I Assets in addition to the rights, title, and interests acquired by FWE under the Apache PSA), transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements (together with the agreements referenced in clause (xxii) below), including the contracts listed on Exhibit I-F attached hereto (the “FWE I Contracts”);

(xi) originals of the Records that relate, in whole or in part, to any one or more of the FWE I Assets, the FWE I Obligations, or the GOM Shelf Oil and Gas Properties (whether or not such Records also relate to any one or more of the FWE III Obligations or the FWE III Assets);

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the FWE I Facilities or, if located elsewhere, used or held for use, in whole or part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or charged to the joint account pursuant to the applicable FWE I Contracts, including those items listed on Exhibit I-G attached hereto;

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<sup>8</sup> **Note to Draft:** To be determined if there are Permits used for the FWE I Assets and also FWE III such that FWE III will need to obtain its own permits.

<sup>9</sup> **Note to Draft:** To include licenses for GOM Shelf if not held by GOM Shelf directly. FWE confirming there are only 5 licenses relating to all of the FWE I and GOM Shelf properties.

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use, in whole or in part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or for the production of Hydrocarbons therefrom;

(xiv) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities, insurance policies relating, in whole or in part, to the FWE I Assets, surety bonds, all Oil Spill Financial Responsibility coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties, or GOM Shelf, including the Plugging and Abandonment Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit I-H attached hereto;

(xv) all agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the FWE I Assets or GOM Shelf Oil and Gas Properties;<sup>10</sup>

(xvi) all (i) accounts receivable as of the Effective Time associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties other than the Closing Accounts Receivable, (ii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding only the Closing Accounts Receivable); *provided*, that, for the avoidance of doubt, nothing in the preceding clauses (i) or (ii) shall be interpreted to limit the scope of “Closing Accounts Receivable” as that term is defined in the Credit Bid Purchase Agreement, (iii) claims of indemnity, contribution, or reimbursement of FWE or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf, (iv) Imbalances receivables of FWE or of GOM Shelf, in each case, attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (v) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of FWE attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (vi) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“Prepaid JIB Cash Amount”), to the extent such Prepaid JIB Cash Amount is associated with FWE I Obligations, and (vii) rights to receive and collect cash and advance payments pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“JIB Advance AR”), to the extent such JIB Advance AR is associated with FWE I Obligations;

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<sup>10</sup> **Note to Draft:** There are not any memberships that are specific to the FWE I Assets; may need new agreements. Under further review.

(xvii) all Suspense Funds (i) of FWE to the extent attributable to any of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, and (ii) of GOM Shelf (collectively, “FWE I Suspense Funds”);

(xviii) all equity interests set forth on Exhibit I-I (“FWE I Subsidiaries”);

(xix) the Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, FWE and GOM Shelf LLC, as amended by (i) the First Amendment thereto, dated as of September 30, 2013, (ii) the Second Amendment thereto, dated as of September 30, 2013, (iii) the Third Amendment thereto, dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement, dated January 3, 2018, and (v) the Fifth Amendment thereto, dated effective as of April 11, 2018 (the “Decommissioning Agreement”);

(xx) the Apache PSA and the transaction documents entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA);

(xxi) all rights [to the **BOEM qualification held by FWE immediately prior to the Effective Time and its BOEM operator number (GOM #3295), and**]<sup>11</sup> all area-wide operator bonds, supplemental bonds, or other securities, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority, held by FWE (a) in whole or in part for any FWE I Assets (which, for the avoidance of doubt, include all rights of FWE in any area-wide bonds)<sup>12</sup> or (b) with respect to GOM Shelf, in whole or in part for any of the GOM Shelf Oil and Gas Properties;

(xxii) beneficial ownership of The Trust established by that certain Fieldwood Decommissioning Trust A Trust Agreement dated September 30, 2013;

(xxiii) cash in an amount (the “FWE I Cash Amount”) equal to \$50.0 million minus the sum of (a) the actual cash expenditures paid by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020 of the Chapter 11 Cases and the Effective Time and (b) the actual cash payments made by FWE between January 4, 2021 and the Effective Time to the individual engaged as the sole manager of FWE I;

(xxiv) the Fieldwood Joint Use Properties as specified in Section 6 of the Plan of Merger; and

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<sup>11</sup> **Note to Draft:** Now that FWE I is no longer the surviving entity under the divisive merger, to confirm whether BOEM qualification will be permitted to “vest” in FWE I or whether FWE I will be required to obtain its own qualification separate from FWE’s qualification (which will inure to FWE III instead).

<sup>12</sup> **Note to Draft:** to confirm if area-wide bonds will be permitted to be split between FWE I and FWE III per the divisive merger. If not and FWE I gets such bonds, then FWE III may need to post its own separate area-wide bonds. Who will pay for such?



(xxv) the specific interests in and to the wells, pipelines, platforms, and facilities set forth on Exhibit I-K which were acquired or assumed by FWE as a result of co-owner actions under applicable joint or unit operating agreements or as a result of a recalculation determined in accordance with the terms of a FWE I Contract, and such interests will be deemed to be included in the FWE I Leases, FWE I Units, FWE I Lands, FWE I Wells, FWE I Facilities, and FWE I Rights-of-Way, as applicable.<sup>13</sup>

For the avoidance of doubt, the FWE I Assets do not include any of the leases, rights of way, or other assets specified in Exhibit I-J<sup>14</sup> attached hereto (such assets, collectively, the “FWE II Retained Properties”), which FWE II Retained Properties were conveyed to FWE II pursuant to the Credit Bid Purchase Agreement, and the FWE I Obligations shall not include any obligations attributable to such FWE II Retained Properties.

#### Part B:

“FWE I Obligations” means (A) all of the obligations and liabilities (contractual or otherwise) of FWE, without duplication, of any kind, character, or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the FWE I Assets, the GOM Shelf Oil and Gas Properties, or FWE I’s ownership interest in GOM Shelf, including obligations and liabilities of FWE: (i) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation FWE I Contracts and all obligations with respect to Imbalances arising out of, related to, or attributable to FWE I’s ownership interests in any of the FWE I Oil and Gas Properties or in GOM Shelf; (ii) with respect to Royalties arising out of, related to, or attributable to any of the FWE I Oil and Gas Properties, FWE I Suspense Funds, and Prepaid JIB Cash Amounts, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties, FWE I Suspense Funds, or Prepaid JIB Cash Amounts; (iii) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the FWE I Assets; (iv) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (v) constituting or relating to any and all P&A Obligations related to FWE I’s or GOM Shelf’s, as the case may be, ownership interests in, or operation of, any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (vi) relating to the FWE I Suspense Funds; (vii) relating to the Decommissioning Agreement and the Decommissioning obligations thereunder; (viii) relating to the Apache PSA or any of the agreements entered into in connection with the consummation of the transactions contemplated

<sup>13</sup> **Note to Draft:** If the parties agree to include Add-On Interests in the FWE I Assets, Exhibit I-K will be added to specifically identify the interests agreed upon to be included. If the parties do not agree to include Add-On Interests in the FWE I Assets, item (xxv) will be deleted.

<sup>14</sup> **Note to Draft:** Exhibit I-J should list as FWE II Retained Properties the properties included in the fields which are identified to be owned and operated by FWE II on Schedule A to the Term Sheet dated July 31, 2020. [NTD: per HAK, FWE to confirm these properties consist of only the following properties: Oil and Gas Lease bearing Serial No. OCS-G 21685 covering South Timbalier 308, Oil and Gas Lease bearing Serial No. OCS-G24987 covering South Timbalier 287, Oil and Gas Lease bearing Serial No. OCS-G10687 covering Vermilion 287, Oil and Gas Lease bearing Serial No. OCS-G09522 covering Vermilion 363, Oil and Gas Lease bearing Serial No. OCS-G09524 covering Vermilion 371, Oil and Gas Lease bearing Serial No. OCS-G04421 covering Vermilion 78, Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308, and Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371].

thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA); and (ix) expenses incurred by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020, of the Chapter 11 Cases and the Effective Time to the extent not paid as of the Effective Time (such incurred but unpaid expenses, the “Interim Unpaid P&A Expenses”); and (B) the obligations of FWE I under Section 3(b)(i) of the Plan of Merger; provided, however, that, subject to the foregoing clause (B), the FWE I Obligations do not include (1) any of the FWE III Obligations, (2) any of the Credit Bid Assumed Liabilities, (3) obligations for personal injury or damage to property arising from the ownership or operation of any property that is not included in the FWE I Assets or GOM Shelf Oil and Gas Properties, and (4) any claims, liabilities, or obligations satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

**Schedule II**<sup>15</sup>**Wind Down Assets and Wind Down Obligations****Part A:**

“Wind Down Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in and to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit II-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Wind Down Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Wind Down Leases (the “Wind Down Units”), and all tenements, hereditaments, and appurtenances belonging to the Wind Down Leases and the Wind Down Units (collectively with the Wind Down Leases and Wind Down Units, the “Wind Down Lands”);

(ii) any and all Hydrocarbon, water, CO<sub>2</sub>, injection, disposal wells or other wells located on, under, or within the Wind Down Lands described on Exhibit II-B attached hereto, in each case whether producing, non-producing, shut-ins, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit II-B attached hereto and all wellbores spudded prior to the Effective Time located on the Wind Down Lands (the “Wind Down Wells” and, together with the Wind Down Leases and Wind Down Units, the “Wind Down Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, and mixed or otherwise) that is located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells or used or held for use exclusively in connection with any of the Wind Down Wells and the operation of any of the Wind Down Leases (whether located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Wind Down Leases, the Wind Down

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<sup>15</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

Wells, or the Wind Down Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Wind Down Oil and Gas Properties, including all platforms identified on Exhibit II-C(i) attached hereto and all facilities identified on Exhibit II-C(ii) attached hereto, but excluding any FWE I Facilities (the “Wind Down Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Wind Down Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule II, Part A, including the property described on Exhibit II-D(i) attached hereto and Exhibit II-D(ii) attached hereto (the “Wind Down Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule II, Part A (the “Wind Down Permits”);

(vii) all transportation agreements described on Exhibit II-F attached hereto;<sup>16</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Wind Down Leases, the Wind Down Units, or the Wind Down Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Wind Down Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit II-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Wind Down Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule II, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any other Wind Down Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit II-F attached hereto (the “Wind Down Contracts”);

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<sup>16</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

(xi) originals of the Records that relate solely to the Wind Down Assets or the Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets or Predecessor Assets and also relate to either or both of the Wind Down Assets or the Wind Down Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Wind Down Facilities or, if located elsewhere, used or held for use exclusively in connection with the Wind Down Oil and Gas Properties or the Wind Down Facilities or charged to the joint account pursuant to the applicable Wind Down Contracts, including those items listed on Exhibit II-G attached hereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Wind Down Oil and Gas Properties and the Wind Down Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets);

(xv) all agreements and memberships relating exclusively to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Wind Down Assets; and

(xvi) all (i) accounts receivable attributable to the Wind Down Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Wind Down Asset, whether occurring prior to, on or after Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Wind Down Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Wind Down Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Wind Down Obligations and (v) Imbalances receivables of FWE attributable to the Wind Down Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to any of the Wind Down Oil and Gas Properties (the “Wind Down Suspense Funds”); and

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Wind Down Assets.

#### Part B:

“Wind Down Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Wind Down Assets, including obligations and liabilities of FWE: (i)(a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Wind Down Contracts and all obligations with respect to Imbalances attributable to the FWE III’s ownership interests in any of the Wind Down Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Wind Down Oil and Gas Properties and Wind Down Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Wind Down Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Wind Down Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Wind Down Assets, or as required by applicable Laws; and (e) constituting or relating to any and all P&A Obligations related to the FWE III’s ownership interests in, or operation of, any of the Wind Down Assets; and (ii) the liabilities and obligations of the FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Wind Down Assets; provided, however, that the Wind Down Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.



### Schedule III<sup>17</sup>

#### Predecessor Assets and Predecessor Obligations

##### Part A:

“Predecessor Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:<sup>18</sup>

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit III-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Predecessor Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Predecessor Leases (the “Predecessor Units”), and all tenements, hereditaments, and appurtenances belonging to the Predecessor Leases and the Predecessor Units (collectively with the Predecessor Leases and Predecessor Units, the “Predecessor Lands”);

(ii) any and all Hydrocarbon, water, CO2, injection, disposal wells or other wells located on, under, or within the Predecessor Lands described on Exhibit III-B attached hereto, in each case whether producing, non-producing, shut-in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit III-B attached hereto and all wellbores spudded prior to the Effective Time located on the Predecessor Lands (the “Predecessor Wells” and, together with the Predecessor Leases and the Predecessor Units, the “Predecessor Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed, or otherwise) that is located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, the Predecessor Rights of Way, or the Predecessor Wells or used or held for use exclusively in connection with the any of Predecessor Wells and the operation of any of the Predecessor Leases (whether located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, Predecessor Rights of Way,

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<sup>17</sup> **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

<sup>18</sup> **Note to Draft:** To be determined if any Predecessor Assets constitute assets in which FWE I will also own an interest and, as to such assets, modify Schedule III as necessary to cover only the applicable interest in such assets to be allocated to and vest in FWE III as Predecessor Assets.



or the Predecessor Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Predecessor Leases, the Predecessor Wells or the Predecessor Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Predecessor Oil and Gas Properties, including all platforms identified on Exhibit III-C(i) attached hereto and all facilities identified on Exhibit III-C(ii) attached hereto, but excluding any FWE I Facilities (the “Predecessor Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Predecessor Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule III, Part A, including the property described on Exhibit III-D(i) attached hereto and Exhibit III-D(ii) attached hereto (the “Predecessor Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule III, Part A (the “Predecessor Permits”);

(vii) all transportation agreements described on Exhibit III-F attached hereto;<sup>19</sup>

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Predecessor Leases, the Predecessor Units, or the Predecessor Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Predecessor Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit III-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Predecessor Oil and Gas Properties or any other properties, rights, titles, and interests described in this Schedule III, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any Predecessor Assets, transportation agreements, agreements for the sale and purchase of

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<sup>19</sup> **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit III-F attached hereto (the “Predecessor Contracts”);

(xi) originals of the Records that relate (i) solely to the Predecessor Assets or the Predecessor Obligations, or both, or (ii) to the Predecessor Assets or the Predecessor Obligations, or both, and also to the Wind Down Assets or Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets and also relate to either or both of the Predecessor Assets or the Predecessor Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Predecessor Facilities or, if located elsewhere, used or held for use exclusively in connection with the Predecessor Oil and Gas Properties or the Predecessor Facilities or charged to the joint account pursuant to the applicable Predecessor Contracts, including those items listed on Exhibit III-G attached thereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Predecessor Oil and Gas Properties and the Predecessor Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance exclusively for the obligations and liabilities arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including those items listed on Exhibit III-H attached hereto;

(xv) all agreements and memberships relating solely to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Predecessor Assets; and

(xvi) all (i) accounts receivable attributable to the Predecessor Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Predecessor Asset, whether occurring prior to, on or after the Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Predecessor Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Predecessor Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Predecessor Obligations and (v) Imbalances receivables of FWE attributable to the Predecessor Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to the Predecessor Oil and Gas Properties (the “Predecessor Suspense Funds”);

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Predecessor Assets; and

(xix) all other assets and rights of FWE other than FWE I Assets and Wind Down Assets.

Notwithstanding the foregoing, the Predecessor Assets shall include all assets and rights of FWE not expressly included in the FWE I Assets or the Wind Down Assets, but shall exclude any assets expressly allocated to FWE I pursuant to the Plan of Merger.

Part B:

“Predecessor Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Predecessor Assets, including (i) obligations and liabilities of FWE: (a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Predecessor Contracts and all obligations with respect to Imbalances attributable to FWE III’s ownership interests in any of the Predecessor Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Predecessor Oil and Gas Properties and the Predecessor Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Predecessor Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Predecessor Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Predecessor Assets, or as required by applicable Laws; (e) constituting or relating to any and all P&A Obligations related to FWE III’s ownership interests in, or operation of, any of the Predecessor Assets; and (f) any and all liabilities and obligations of FWE not expressly included in the FWE I Obligations or the Wind Down Obligations; and (ii) the obligations and liabilities of FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Predecessor Assets; provided, however, that the Predecessor Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

**Schedule of Exhibits**<sup>20</sup>

Exhibit A:	Certificate of Merger
Exhibit B:	Certificate of Formation – FWE I
Exhibit I-A(i):	FWE I Leases
Exhibit I-A(ii):	FWE I Deep Rights
Exhibit I-B:	FWE I Wells
Exhibit I-C(i)	FWE I Platforms
Exhibit I-C(ii)	FWE I Facilities
Exhibit I-D(i)	FWE I Rights of Way Acquired Pursuant to Apache PSA
Exhibit I-D(ii)	FWE I RUEs
Exhibit I-E	FWE I FCC Licenses
Exhibit I-F	FWE I Contracts
Exhibit I-G	FWE I Inventory
Exhibit I-H	FWE I Deposits/Escrows/Credit Support
Exhibit I-I	Subsidiaries and Equity Interests
Exhibit I-J	FWE II Retained Properties
Exhibit I-K(i)	Incremental Interests – Leases
Exhibit I-K(ii)	Incremental Interests – Wells
Exhibit I-K(iii)	Incremental Interests – Platforms and Facilities
Exhibit II-A:	Wind Down Leases <sup>21</sup>

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<sup>20</sup> **Note to Draft:** **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule 1 to the Plan of Merger (collectively, the “FWE I Exhibits”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

<sup>21</sup> **Note to Draft:** Exhibits II-A – II-G to be attached to Executed Plan of Merger.

Exhibit II-B:	Wind Down Wells
Exhibit II-C(i)	Wind Down Platforms
Exhibit II-C(ii)	Wind Down Facilities
Exhibit II-D(i)	Wind Down Rights of Way
Exhibit II-D(ii)	Wind Down RUEs
Exhibit II-E	Wind Down FCC Licenses
Exhibit II-F	Wind Down Contracts
Exhibit II-G	Wind Down Inventory
Exhibit III-A:	Predecessor Leases <sup>22</sup>
Exhibit III-B:	Predecessor Wells
Exhibit III-C(i)	Predecessor Platforms
Exhibit III-C(ii)	Predecessor Facilities
Exhibit III-D(i)	Predecessor Rights of Way
Exhibit III-D(ii)	Predecessor RUEs
Exhibit III-E	Predecessor FCC Licenses
Exhibit III-F	Predecessor Contracts
Exhibit III-G	Predecessor Inventory
Exhibit III-H	Predecessor Deposits/Escrows/Credit Support

[End of Schedule of Exhibits]

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<sup>22</sup> **Note to Draft:** Exhibits III-A – III-H to be attached to Executed Plan of Merger

Exhibit I-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
LOUISIANA NON-OPERATED	—	12503	SL- LA	ORRI	—	—	—	—	0.6%	TERMIN
LOUISIANA NON-OPERATED	—	06618	SL- LA	ORRI	—	—	—	—	5.2%	—
BRAZOS 491	BA 491	G06069	Federal	RT	10/1/1983		5,760	Fieldwood En	100.0%	TERMIN
BRAZOS A-102/A-105	BA A105	G01757	Federal	RT	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BRAZOS A-133	BA A133	G02665	Federal	OP	7/1/1974		5,760	GOM Shelf	12.5%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
\$O Liability	BA A19	G33399	Federal	RT	1/1/2010	12/31/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	BA A47	G03940	Federal	RT	3/1/1979	9/21/2014	5,760	Fieldwood En	33.3%	TERMIN
\$O Liability	BA A47	G03940	Federal	OP	3/1/1979	9/21/2014	5,760	Fieldwood En	100.0%	TERMIN
\$O Liability	BA A69	G32733	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	BS 39	G33683	Federal	RT	7/1/2010	5/20/2015	1,237	Petsec En	18.8%	RELINQ
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off	13.1%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off	TBD	TERMIN
\$O Liability	BS 42	G33684	Federal	RT	7/1/2010	5/13/2015	4,552	Apache Shelf Exp	37.5%	RELINQ
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	Fieldwood En	50.0%	RELINQ
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	Fieldwood En	50.0%	PROD
\$O Liability	DD 253	G10426	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	DD 297	G10427	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EB 128	G34034	Federal	RT	4/1/2012	3/15/2016	165	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EB 172	G34035	Federal	RT	4/1/2012	3/15/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 12	G34220	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EAST CAMERON 9/14	EC 14	G13572	Federal	RT	7/1/1992	5/16/2005	2,544	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 171	G34228	Federal	RT	9/1/2012	8/17/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 172	G17858	Federal	RT	7/1/1997	1/22/2016	5,000	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 178	G34229	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 179	G34230	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 185	G34796	Federal	RT	6/1/2013	5/25/2017	5,000	Fieldwood En	100.0%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	18121	SL- LA	WI	5/12/2004	1/0/1900	220	Fieldwood	50.0%	ACTIVE
EAST CAMERON 2 - (SL LA)	EC 2	16473	SL- LA	WI	7/13/1999	7/15/2015	148	Apache	89.1%	RELINQ
EAST CAMERON 2 - (SL LA)	EC 2	16475	SL- LA	WI	7/19/1999	—	134.75	Apache	89.1%	ACTIVE
\$O Liability	EC 222	G02037	Federal	OP 1	2/1/1971	11/24/2015	5,000	Talos	17.9%	TERMIN
\$O Liability	EC 222	G02037	Federal	OP 2	2/1/1971	11/24/2015	5,000	Talos	17.9%	TERMIN
\$O Liability	EC 229	G34232	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 230	G34233	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 24	G04098	Federal	RT	10/1/1979	2/12/2014	5,000	Apex O&G	18.0%	TERMIN
\$O Liability	EC 24	G04098	Federal	OP 2	10/1/1979	2/12/2014	5,000	Apex O&G	31.3%	TERMIN
\$O Liability	EC 24	G04098	Federal	OP 3	10/1/1979	2/12/2014	5,000	Apex O&G	30.3%	TERMIN
\$O Liability	EC 242	G34234	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 243	G34235	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 261	G00971	Federal	RT	6/1/1962	1/14/2016	5,000	Fieldwood En	100.0%	TERMIN
\$O Liability	EC 263	G33072	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EC 264	G01880	Federal	RT	3/1/1969	7/11/2016	5,000	Fieldwood En	100.0%	TERMIN
EAST CAMERON 265 / 278	EC 265	G00972	Federal	RT	6/1/1962	1/30/2019	5,000	Fieldwood En	50.0%	RELINQ
\$O Liability	EC 270	G02045	Federal	RT	1/1/1971	6/7/2013	2,500	Apache	70.0%	TERMIN
EAST CAMERON 265 / 278	EC 278	G00974	Federal	RT	6/1/1962	10/3/2016	5,000	Fieldwood En	50.0%	TERMIN
\$O Liability	EC 292	G34237	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 293	G34238	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 294	G34239	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EC 310	G34240	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	EC 328	G10638	Federal	RT	5/1/1989		5,000	Arena Off	100.0%	PROD
\$O Liability	EC 33	G01972	Federal	OP	9/1/1970	2/15/2016	1,250	Merit En	15.6%	TERMIN
*No FW asset ownership	EC 335	G02439	Federal	OP	8/1/1973	6/6/2015	5,000	Energy XXI GOM	14.0%	TERMIN
EAST CAMERON 338	EC 338	G02063	Federal	RT	2/1/1971		5,000	Anadarko US Off	15.7%	PROD
EAST CAMERON 37	EC 37	G25933	Federal	RT	5/1/2004	9/27/2014	2,608	Probe Res US	100.0%	TERMIN
\$O Liability	EC 370	G33073	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
*No FW asset ownership	EC 71	G13576	Federal	RT	9/1/1992		5,000	EC Off Prop	100.0%	SOP
EAST CAMERON 14	EC 9/14	G01440	Federal	RT	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EAST CAMERON 9/14	EC 9/14	G01440	Federal	OP 1	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	RT	7/1/2002		2,303	Contango Op	50.0%	PROD
EUGENE ISLAND 010	EI 10	G23851	Federal	OP 2	7/1/2002		2,303	Contango Op	50.0%	PROD
\$O Liability	EI 105	00797	Federal	RT	5/1/1960	12/9/2013	5,000	Fieldwood En	100.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT A	7/1/1997	8/4/2013	5,000	Apache	50.0%	TERMIN
EUGENE ISLAND 105/106	EI 106	G17966	Federal	RT B	7/1/1997	8/4/2013	5,000	Apache	100.0%	TERMIN
\$O Liability	EI 107	G15241	Federal	RT	9/1/1995	9/1/2013	5,000	Apache	75.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	OP 1	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	RT A	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
\$O Liability	EI 108	G03811	Federal	RT B	6/1/1978	11/22/2015	5,000	Fieldwood En	71.3%	TERMIN
\$O Liability	EI 116	G34292	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
\$O Liability	EI 117	G34293	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 118	G15242	Federal	RT A	7/1/1995	12/17/2015	5,000	Black Elk En Off Op	25.0%	TERMIN
\$O Liability	EI 118	G15242	Federal	RT B	7/1/1995	12/17/2015	5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT A	8/28/1945		5,000	Fieldwood En	50.0%	PROD
EUGENE IS. 119/120/125/126	EI 119	00049	Federal	RT B	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 120	00050	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 125	00051	Federal	RT	8/28/1945	—	5,000	Fieldwood En	100.0%	OPERN
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 119/120/125/126	EI 126	00052	Federal	OP	8/28/1945		5,000	Fieldwood En	75.0%	PROD
\$O Liability	EI 128	G34294	Federal	RT	10/1/2012	9/16/2016	3,427	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 131	G33625	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 132	G33626	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$O Liability	EI 135	G34296	Federal	RT	10/1/2012	8/26/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
EUGENE IS. 136/158	EI 136	G03152	Federal	RT	7/1/1975		5,000	Fieldwood En	100.0%	PROD
\$O Liability	EI 156	G16353	Federal	OP	6/1/1996	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
EUGENE IS. 136/158	EI 158	G01220	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 173	G13622	Federal	RT	7/1/1992		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	RT	6/1/1978		5,000	Arena Off	100.0%	PROD
EUGENE IS. 173/174/175	EI 174	G03782	Federal	OP	6/1/1978		5,000	Arena Off	30.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	—	5,000	Fieldwood En	75.0%	PROD
EUGENE IS. 187/189	EI 187	G10736	Federal	RT	7/1/1989		5,000	Fieldwood En	100.0%	PROD
EUGENE ISLAND 188	EI 188	00443	Federal	RT	1/1/1955	4/30/2010	5,000	Apache	100.0%	TERMIN
EUGENE ISLAND 188	EI 189	00423	Federal	RT	12/1/1954	—	3,750	Fieldwood En	100.0%	PROD
\$O Liability	EI 196	00802	Federal	RT	5/1/1960	3/25/2019	3,516	Fieldwood En	50.0%	RELINQ
\$O Liability	EI 196	00802	Federal	OP	5/1/1960	3/25/2019	3,516	Fieldwood En	100.0%	RELINQ
\$O Liability	EI 196	G13821	Federal	OP 2	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
\$O Liability	EI 196	G13821	Federal	OP 4	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
\$O Liability	EI 20	G34286	Federal	RT	10/1/2012	8/19/2016	3,582	Castex Off	50.0%	RELINQ
\$O Liability	EI 207	G34301	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW asset ownership	EI 208	00577	Federal	OP	9/1/1955		2,500	ANKOR En	100.0%	PROD
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	RT B	7/1/1983		5,000	Fieldwood En	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 211	G05502	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	RT B	7/1/1983		5,000	Fieldwood En	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	EI 212	G05503	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
\$O Liability	EI 216	G34303	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EUGENE ISLAND 196/217/227	EI 217	G00978	Federal	RT	5/1/1962	3/22/2019	5,000	Arena Off	25.0%	RELINQ
EUGENE IS. 266	EI 224	G05504	Federal	ORRI	7/1/1983		5,000	Castex Off	10.0%	PROD
EUGENE IS. 266	EI 224	G05504	Federal	RT	7/1/1983		5,000	Castex Off	100.0%	PROD
EUGENE ISLAND 196/217/227	EI 227	00809	Federal	RT	5/1/1960	3/25/2019	5,000	Arena Off	50.0%	RELINQ
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	6.25%	PRIMRY
EUGENE ISLAND 196/217/227	EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	4.17%	PRIMRY
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT



Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EUGENE ISLAND 224/266	EI 246	00810	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EUGENE ISLAND 224/266	EI 246	00810	Federal	ORRI	5/1/1960	-	5,000	Sanare En Part	6.3%	UNIT
EUGENE ISLAND 255	EI 255	G01958	Federal	RT	1/1/1970		2,500	Cox Op	2.0%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 3	1/1/1970		2,500	Cox Op	77.2%	PROD
EUGENE ISLAND 255	EI 255	G01958	Federal	OP 4	1/1/1970		2,500	Cox Op	38.6%	PROD
\$0 Liability	EI 266	00811	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 266	00811	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 266	00811	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 267	00812	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 267	00812	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
\$0 Liability	EI 269	00813	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 269	00813	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	EI 280	G23876	Federal	RT	5/1/2002	1/19/2014	5,000	Energy XXI GOM	18.8%	TERMIN
\$0 Liability	EI 281	G09591	Federal	RT	5/1/1988	7/5/2016	5,000	Bennu O&G	90.5%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 1	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 2	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 281	G09591	Federal	OP 3	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
\$0 Liability	EI 282	G09592	Federal	RT	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 1	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 282	G09592	Federal	OP 2	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
\$0 Liability	EI 29	G34287	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	50.0%	RELINQ
EUGENE IS. 307	EI 307	G02110	Federal	OP	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	RT	6/1/2001	8/7/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	ORRI	6/1/2001	8/7/2020	5,000	Fieldwood En	8.3%	TERMIN
\$0 Liability	EI 313	G02608	Federal	RT	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 1	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
\$0 Liability	EI 313	G02608	Federal	OP 2	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	RT	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G02112	Federal	OP	8/1/1974		2,500	Fieldwood En	50.0%	TERMIN
EUGENE IS. 315/316/329	EI 315	G24912	Federal	RT	5/1/2003		2,500	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 316	G05040	Federal	RT	4/1/1982		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 315/316/329	EI 329	G02912	Federal	RT	12/1/1974		5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	63.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	42.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 330	EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	23.0%	UNIT
EUGENE IS. 333/334	EI 333	G02317	Federal	RT	2/1/1973	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 333/334	EI 334	G15263	Federal	RT	7/1/1995	8/29/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 337	G03332	Federal	RT	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G3332	Federal	ORRI	3/1/1976		5,000	Fieldwood En	0.1%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 4	3/1/1976		5,000	Fieldwood En	98.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 1	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 337	EI 337	G03332	Federal	OP 3	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	RT B	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 1	2/1/1973		5,000	Fieldwood En	75.0%	TERMIN
EUGENE IS. 342/343	EI 342	G02319	Federal	OP 2	2/1/1973		5,000	Fieldwood En	61.8%	TERMIN
EUGENE IS. 345/346	EI 345	G21647	Federal	RT	7/1/2000	8/21/2019	5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 345/346	EI 346	G14482	Federal	RT	6/1/1994		5,000	Arena Off	100.0%	PROD
EUGENE IS. 353/354	EI 353	G03783	Federal	OP	6/1/1978	8/26/2020	5,000	Fieldwood En	100.0%	TERMIN
EUGENE IS. 337	EI 354	G10752	Federal	RT	5/1/1989		5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 337	EI 354	G10752	Federal	OP	5/1/1989		5,000	Fieldwood En	67.0%	PROD
EUGENE IS. 353/354	EI 361	G02324	Federal	RT	2/1/1973		5,000	Cox Op	12.4%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	EnVen En Vent	66.7%	PROD
EUGENE IS. 53	EI 53	00479	Federal	OP	12/1/1954		5,000	EnVen En Vent	100.0%	PROD
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 2	5/1/1974	3/27/2020	5,000	Talos	31.7%	TERMIN
EUGENE ISLAND 57/58	EI 57	G02601	Federal	OP 4	5/1/1974	3/27/2020	5,000	ANKOR En	15.8%	TERMIN
\$0 Liability	EI 88	G10721	Federal	OP	7/1/1989	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EUGENE ISLAND 88/89/90/93/94/95	EI 89	00044	Federal	OP 2	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
*No FW asset ownership	EI 90	00229	Federal	OP	11/19/1948	2/22/2016	1,250	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 93	00228	Federal	OP	11/19/1948	2/22/2016	2,500	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 94	G05488	Federal	OP	7/1/1983	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EI 95	00046	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
\$0 Liability	EW 525	G33704	Federal	RT	7/1/2010	6/19/2015	2,420	Apache Shelf Exp	46.9%	RELINQ
\$0 Liability	EW 526	G33134	Federal	RT	6/1/2009	5/31/2014	3,517	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	EW 781	G33137	Federal	RT	6/1/2009	5/31/2014	309	Apache Shelf Exp	100.0%	EXPIR
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 782	G31470	Federal	RT	12/1/2007		1,093	Fieldwood En	100.0%	PROD
\$0 Liability	EW 789	G33139	Federal	RT	7/1/2009	4/30/2015	5,760	Apache Shelf Exp	100.0%	RELINQ
EWING BANK 826/782 / SOUTH TIMBALIER 291	EW 826	G05800	Federal	RT	7/1/1983		5,760	BP E&P	100.0%	PROD
\$0 Liability	EW 905	G34415	Federal	RT	8/1/2012	7/7/2016	1,007	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 906	G33708	Federal	RT	6/1/2010	4/7/2016	1,084	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 949	G34877	Federal	RT	8/1/2013	7/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	EW 950	G33709	Federal	RT	6/1/2010	4/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	FM 411	G08361	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 412	G08362	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 455	G08363	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.2%	EXPIR
\$0 Liability	FM 456	G08364	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 499	G08365	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 500	G08366	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
\$0 Liability	FM 543	G08367	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
\$0 Liability	FM 587	G08368	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.3%	TERMIN
HIGH IS. 179 / GA 180	GA 180	G03228	Federal	RT	9/1/1975		5,760	Fieldwood En	100.0%	UNIT
HIGH ISLAND 179	GA 192	G03229	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	83.3%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	RT	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP	12/1/2003		5,760	Fieldwood En	83.3%	PROD
\$0 Liability	GA 343	G06105	Federal	RT	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	12.5%	TERMIN
\$0 Liability	GA 343	G06105	Federal	OP	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	37.5%	TERMIN
\$0 Liability	GB 85	G34515	Federal	RT	8/1/2012	7/7/2016	4,450	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	GI 104	G33671	Federal	RT	7/1/2010	6/10/2015	5,000	Apache Shelf Exp	46.9%	RELINQ
GRAND ISLE 110/116	GI 110	G13943	Federal	RT	8/1/1993		5,000	Fieldwood En	50.0%	UNIT
GRAND ISLE 110/116	GI 116	G13944	Federal	RT	7/1/1993		5,000	Fieldwood En	50.0%	UNIT
\$0 Liability	GI 117	G32232	Federal	RT	8/1/2008	7/31/2013	4,540	Apache	100.0%	EXPIR
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	GI 32	00174	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT



Exhibit 1-A(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
\$0 Liability	GI 32	G01580	Federal	RT	7/1/1967	3/15/2016	2,500	BP Am Prod	75.0%	TERMIN
\$0 Liability	GI 32	G01580	Federal	OP	7/1/1967	3/15/2016	2,500	BP Am Prod	37.5%	TERMIN
\$0 Liability	GI 33	G04002	Federal	RT	3/1/1979	2/24/2017	5,000	Fieldwood En	100.0%	RELINQ
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00127	Federal	ISLE	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00127	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00126	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 39	00126	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 40	00128	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 40	00128	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00129	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00129	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00130	Federal	RT	4/21/1947		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 41	00130	Federal	OP 2	4/21/1947		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 42	00131	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 42	00131	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 43	00175	Federal	RT	7/17/1948	-	5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 43	00175	Federal	OP 2	7/17/1948	-	5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 44	00176	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 44	00176	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 46	00132	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 46	00132	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 47	00133	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 47	00133	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 48	00134	Federal	RT	4/21/1947		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 48	00134	Federal	OP 2	4/21/1947		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
GRAND ISLE 43 (GI32-52/ WD67-71, 94-96)	GI 52	00177	Federal	OP 1	7/17/1948		2,500	GOM Shelf	50.0%	UNIT
\$0 Liability	GI 54	G27173	Federal	RT	7/1/2005	2/12/2017	5,000	Fieldwood En	50.0%	TERMIN
GRAND ISLE 76	GI 76	G02161	Federal	RT	10/1/1972	9/18/2019	5,000	Fieldwood En	95.8%	RELINQ
\$0 Liability	GI 90	G04003	Federal	RT	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 1	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 2	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 4	3/1/1979	4/18/2016	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 5	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 90	G04003	Federal	OP 6	3/1/1979	4/18/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	RT	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
\$0 Liability	GI 93	G02628	Federal	OP	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
GRAND ISLE 90/94	GI 94	G02163	Federal	RT	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
GRAND ISLE 90/94	GI 94	G02163	Federal	OP	11/1/1972	7/27/2017	4,540	Fieldwood En	100.0%	RELINQ
\$0 Liability	HI 98	G34354	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
HIGH IS. 110/111	HI 110	G02353	Federal	RT	8/1/1973	5/31/2019	5,760	W & T Off	20.0%	TERMIN
HIGH IS. 110/111	HI 111	G02354	Federal	RT	8/1/1973	4/30/2019	5,760	W & T Off	20.0%	TERMIN
\$0 Liability	HI 114	G32747	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. 116	HI 116	G06156	Federal	RT	10/1/1983		5,760	Fieldwood En	100.0%	TERMIN
HIGH IS. 129	HI 129	G01848	Federal	RT	6/1/1968		5,760	Fieldwood En	90.0%	PROD
HIGH IS. 129	HI 129	G01848	Federal	ORRI	6/1/1968			Fieldwood En	10.4%	PROD
\$0 Liability	HI 132	G32748	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI 140	00518	Federal	OP	1/1/1955	2/10/2015	5,760	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	HI 163	G22236	Federal	RT	12/1/2000	5/31/2015	5,760	Fieldwood En	70.0%	TERMIN
HIGH ISLAND 176	HI 176	G06164	Federal	OPRTS Cont	10/1/1983	12/1/2002	5,760	Apache	49.5%	TERMIN
HIGH IS. 179 / GA 180	HI 179	G03236	Federal	RT	9/1/1975		5,760	Cox Op	100.0%	UNIT
HIGH ISLAND 179	HI 193	G03237	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
\$0 Liability	HI 194	G06166	Federal	RT	10/1/1983	7/21/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	HI 194	G06166	Federal	OP	10/1/1983	7/21/2013	5,760	Apache	45.0%	TERMIN
\$0 Liability	HI 201	G23199	Federal	OP	12/1/2001	10/5/2014	5,760	Apache Shelf	37.6%	TERMIN
HIGH IS. 206	HI 206	G20660	Federal	RT	1/1/1999		5,760	Fieldwood En	100.0%	PROD
HIGH ISLAND 45	HI 45	G12564	Federal	RT	10/1/1990	3/8/2015	4,367	Fieldwood En	16.7%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 1	10/1/1990	3/8/2015	4,367	Fieldwood En	15.0%	TERMIN
HIGH ISLAND 45	HI 45	G12564	Federal	OP 2	10/1/1990	3/8/2015	4,367	Fieldwood En	33.3%	TERMIN
\$0 Liability	HI 52	00508	Federal	RT	1/1/1955	9/24/2013	1,440	SandRidge En Off	75.0%	TERMIN
\$0 Liability	HI 52	00509	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 52	00511	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI 53	00513	Federal	RT	1/1/1955	9/24/2013	180	Phoenix Exp	75.0%	TERMIN
\$0 Liability	HI 53	00740	Federal	RT	4/1/1960	9/24/2013	1,440	Apache	75.0%	TERMIN
\$0 Liability	HI A-133	G32760	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-145	G32761	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-146	G32762	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	HI A-148	G32763	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-160	G32764	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A-171	G30679	Federal	RT	12/1/2006	8/9/2014	5,760	Walter O&G	33.3%	TERMIN
\$0 Liability	HI A-326	G32777	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HIGH IS. A-334	HI A-334	G02423	Federal	RT	8/1/1973	2/27/2014	5,760	Fieldwood En	38.9%	TERMIN
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	60.0%	PROD
\$0 Liability	HI A-350	G02428	Federal	RT	8/1/1973	7/24/2013	4,345	Apache	100.0%	RELINQ
\$0 Liability	HI A360	G34677	Federal	RT	3/1/2013	2/18/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	HI A361	G34678	Federal	RT	3/1/2013	2/24/2017	5,760	Fieldwood En	100.0%	RELINQ
\$0 Liability	HI A363	G33413	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	53.1%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	OP 1	7/1/1974		5,760	Fieldwood En	100.0%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	44.4%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	1.2%	PROD
HIGH IS. A-365/A-376	HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	6.0%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
\$0 Liability	HI A406	G32767	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A430	G33412	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HIGH ISLAND A-442	HI A442	G11383	Federal	OP	11/1/1989	3/27/2017	5,760	Northstar Off Grp	22.7%	TERMIN
\$0 Liability	HI A454	G32769	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	HI A457	G32770	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	10.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoran O&G	10.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	8.5%	TERMIN
Ex N	HI A537	G02698	Federal	CONT	5/29/1974	11/2/2016		McMoran O&G		TERMIN
HIGH IS. A-545	HI A545	G17199	Federal	OP	1/1/1997	6/30/2019	5,760	Fieldwood En	60.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Apache	72.4%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	CONT	8/27/1997	7/1/2005		Cox Op	24.7%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A582	G02719	Federal	RT	7/1/1974		5,760	Cox Op	24.7%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	15.5%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	RT	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 108	G09777	Federal	OP	7/1/1988		5,760	BP E&P	75.2%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	RT	8/1/1997		5,760	Fieldwood En	50.0%	PROD
MISSISSIPPI CANYON 109	MC 110	G18192	Federal	ORRI	8/1/1997			Fieldwood En	3.9%	PROD
MISSISSIPPI CANYON 21/65	MC 21	G28351	Federal	ORRI	7/1/1995		4,445	ANKOR En	3.0%	PROD
MISSISSIPPI CANYON 311	MC 311	G02968	Federal	RT	12/1/1974		5,760	Fieldwood En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	RT	6/1/2000		5,760	ANKOR En	100.0%	PROD
MISSISSIPPI CANYON 21/65	MC 65	G21742	Federal	ORRI	6/1/2000			ANKOR En	13.0%	PROD
MATAGORDA ISLAND 519 FED / SL TX	MI 486	MF88560	SL - TX	WI	10/5/1982	9/1/2019	1,440	Fieldwood	100	

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MATAGORDA ISLAND 519 FED / SL TX	MI 518	MF80522	SL - TX	WI	10/2/1979	9/1/2019	85	Fieldwood	100.0%	EXPIRED
MATAGORDA ISLAND 519 FED / SL TX	MI 519	MF-79413	SL - TX	WI	2/6/1979	-	739	Fieldwood	100.0%	SI
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	RT	4/1/1982	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 622	G05000	Federal	OP	4/1/1982	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	RT	4/1/1975	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 623	G03088	Federal	OP	4/1/1975	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	RT	10/1/1983	8/23/2018	5,760	Fieldwood En	81.0%	TERMIN
MATAGORDA IS. 622/623/635/636	MI 635	G06043	Federal	OP	10/1/1983	8/23/2018	5,760	BP E&P	37.5%	TERMIN
\$0 Liability	MI 636	G34670	Federal	RT	4/1/2013	3/25/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MI 652	G34022	Federal	RT	2/1/2012	1/31/2017	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MI 681	G04703	Federal	RT	9/1/1981	2/25/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	RT	1/1/1981	12/22/2014	5,760	EOG Res	50.0%	TERMIN
\$0 Liability	MI 685	G04548	Federal	OP	1/1/1981	12/22/2014	5,760	EOG Res	2.5%	TERMIN
\$0 Liability	MI 703	G03733	Federal	RT	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 1	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 703	G03733	Federal	OP 2	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
\$0 Liability	MI 772	MF93351	SL - TX	WI	2/7/1989	1/1/2017	704	Fieldwood	100.0%	TERMINATED
\$0 Liability	MO 820	G34403	Federal	RT	8/1/2012	7/7/2016	3,347	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MO 821	G05058	Federal	RT	4/1/1982	9/19/2014	4,028	Fieldwood En	100.0%	TERMIN
	MO 821	STATE OF ALABAMA 627	SL - AL	WI	8/14/1984	1/1/2019	2,511	Fieldwood	100.0%	TERMINATED
MOBILE BAY 826	MO 826	G26176	Federal	RT	7/1/2004		1,430	Fieldwood En	75.0%	PROD
\$0 Liability	MO 871	G32272	Federal	RT	8/1/2008	7/31/2013	5,760	Apache	100.0%	EXPIR
\$0 Liability	MO 913	G33131	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
\$0 Liability	MO 914	G33132	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
	MP 120	G3197	Federal	ORRI	7/1/1975			Arena Off	2.0%	PROD
	MP 120	G03197	Federal	ORRI	5/28/1975			Arena Off	2.0%	PROD
\$0 Liability	MP 134	G34375	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 135	G34376	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 136	G34377	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 137	G34378	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 140	MP 140	G02193	Federal	RT	10/1/1972		4,995	Fieldwood En	65.0%	PROD
\$0 Liability	MP 143	G34380	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 146	G34860	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 147	G34861	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	MP 148	G34381	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 149	G34382	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 150	G34862	Federal	RT	7/1/2013	6/21/2017	5,000	Apache Shelf Exp	75.0%	RELINQ
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	RT	1/1/1970		4,978	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 152	G01966	Federal	OP	1/1/1970		4,978	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	RT	1/1/1970		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	MP 153	G01967	Federal	OP	1/1/1970		5,000	Fieldwood En	75.0%	UNIT
\$0 Liability	MP 166	G26152	Federal	RT	7/1/2004	11/3/2014	4,995	Fieldwood En	100.0%	TERMIN
\$0 Liability	MP 175	G08753	Federal	OP	8/1/1987	9/1/2013	4,995	Tana Exp	21.2%	TERMIN
\$0 Liability	MP 255	G07825	Federal	RT	8/1/1985	3/9/2014	4,995	Fieldwood En	52.4%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 259	G07827	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	MP 260	G07828	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	TERMIN
MAIN PASS 270	MP 270	G22812	Federal	ORRI	7/1/2001		4,995	Castex Off	1.0%	UNIT
\$0 Liability	MP 271	G34388	Federal	RT	10/1/2012	9/30/2017	4,995	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 272	G34865	Federal	RT	7/1/2013	6/21/2017	4,995	Apache Shelf Exp	75.0%	RELINQ
*No FW lease ownership	MP 273	G33690	Federal	RT	7/1/2010		4,995	Castex Off	37.5%	UNIT
\$0 Liability	MP 274	G33691	Federal	RT	7/1/2010	6/30/2015	4,995	Castex Off	37.5%	EXPIR
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	RT	9/1/1995		4,995	Fieldwood En	100.0%	PROD
MAIN PASS 270/275/289/290	MP 275	G15395	Federal	ORRI	9/1/1995			Fieldwood En	8.3%	PROD
*No FW asset ownership	MP 281	G10910	Federal	RT	7/1/1989		4,995	EnVen En Vent	50.0%	PROD
*No FW asset ownership	MP 281	G10910	Federal	OP	7/1/1989		4,995	EnVen En Vent	30.0%	PROD
	MP 281	G10910	Federal	ORRI	7/1/1989			EnVen En Vent	3.1%	PROD
MAIN PASS 270/275/289/290	MP 289	G01666	Federal	RT	7/1/1967		4,561	Fieldwood En	100.0%	PROD
\$0 Liability	MP 290	G34866	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 275/289/290	MP 290	G01667	Federal	RT	7/1/1967	11/22/2012	4,561	Apache	100.0%	TERMIN
\$0 Liability	MP 291	G34391	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 292	G34392	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	MP 293	G34393	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MP 294	G34394	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 295	MP 295	G32263	Federal	CONT	8/1/2008	7/31/2015	4,561	Fieldwood En	37.5%	TERMIN
MAIN PASS 296/303/304	MP 296	G01673	Federal	RT	6/1/1967		4,561	GOM Shelf	50.0%	UNIT
MAIN PASS 296/303/304	MP 296	G01673	Federal	OP	6/1/1967		4,561	GOM Shelf	25.0%	UNIT
\$0 Liability	MP 297	G34395	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 300/301	MP 300	G01317	Federal	OP	6/1/1962		4,561	Cantium	10.4%	UNIT
MAIN PASS 300/301	MP 301	G04486	Federal	OP 1	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 2	11/1/1980	8/23/2019	5,000	Walter O&G	6.3%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	OP 3	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 300/301	MP 301	G04486	Federal	RT	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MAIN PASS 311/312	MP 302	G32264	Federal	RT	7/1/2008		5,000	GOM Shelf	100.0%	PROD
MAIN PASS 296/303/304	MP 303	G04253	Federal	OP 1	12/1/1979		5,000	Fieldwood En	25.0%	UNIT
MAIN PASS 296/303/304	MP 303	G04253	Federal	RT	12/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 308/309/310	MP 304	G03339	Federal	OP	4/1/1976		5,000	ConocoPhillips	100.0%	UNIT
\$0 Liability	MP 305	G34396	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
MAIN PASS 308/309/310	MP 308	G32265	Federal	RT	8/1/2008		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 309	G08760	Federal	RT	6/1/1987		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 310	G04126	Federal	RT	10/1/1979		5,000	Fieldwood En	100.0%	UNIT
MAIN PASS 311/312	MP 311	G02213	Federal	RT	11/1/1972		5,000	GOM Shelf	50.0%	PROD
MAIN PASS 311/312	MP 311	G02213	Federal	OP	11/1/1972		5,000	GOM Shelf	25.0%	PROD
MAIN PASS 311/312	MP 312	G16520	Federal	RT	7/1/1996		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 311/312	MP 314	G33693	Federal	OP	7/1/2010	6/30/2015	5,000	Apache Shelf Exp	80.0%	EXPIR
MAIN PASS 308/309/310	MP 315	G08467	Federal	RT	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 3	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MAIN PASS 308/309/310	MP 315	G08467	Federal	OP 1	7/1/1986		5,000	Fieldwood En	80.0%	PROD
	MP 5	SL13890	SL - LA	WI			26	Apache	50.0%	TERMIN
MAIN PASS 59	MP 59	G03194	Federal	OP	7/1/1975		1,406	Cantium	37.5%	UNIT
MAIN PASS 59	MP 59	G08461	Federal	OP	7/1/1986		2,340	Cantium	37.5%	UNIT
	MP 6	SL03771	SL - LA	WI	4/26/1961	6/28/2012	1,067	Apache	50.0%	TERMIN
	MP 6	SL13580	SL - LA	WI			287	Apache	50.0%	TERMIN
	MP 6	SL13891	SL - LA	WI			270	Apache	50.0%	TERMIN
MAIN PASS 64	MP 64	G04909	Federal	ORRI	12/1/1981		4,988	Sanare En Part	4.2%	UNIT
	MP 7	SL03773	SL - LA	WI	4/26/1961	6/28/2012	-	Apache	50.0%	TERMIN
	MP 7	SL13892	SL - LA	WI			44	Apache	50.0%	TERMIN
\$0 Liability	MP 74	G34857	Federal	RT	8/1/2013	7/7/2016	1,733	Apache Shelf Exp	75.0%	RELINQ
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	26.2%	RELINQ
MAIN PASS 77	MP 77/78	G04481	Federal	OP	11/1/1980		4,655	Fieldwood En Off	23.5%	RELINQ
MAIN PASS 6/7 FED / SL LA	MP 91	G14576	Federal	RT	5/1/1994	3/18/2008	1,017	Apache	100.0%	TERMIN
	MU 883	MF98761	SL - TX	WI		10/1/2012		Apache	100.0%	TERMIN
MUSTANG ISLAND A-111	MU A-111	G03068	Federal	RT	4/1/1975	1/12/2013	5,760	Apache	100.0%	TERMIN
\$0 Liability	MU A133	G33392	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	MU A134	G32724	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
MUSTANG ISLAND A-85	MU A85	G03061	Federal	RT	4/1/1975		5,760	EnVen En Vent	53.3%	PROD
\$0 Liability	PE 881	G06390	Federal	OP	2/1/1984	10/17/2013	5,760	ConocoPhillips	18.8%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 1	G04234	Federal	RT	1/1/1980	7/10/2020	1,568	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 10	G02925	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 11	00071	Federal	RT	9/12/1946	9/8/2020	5,000	Fieldwood En	100.0%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	RT	7/1/1975	5/23/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 1	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 2	7/1/1975	5/23/2018	3,906	ANKOR En	12.5%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	703	ANKOR En	4.4%	TERMIN
SOUTH PELTO 13	PL 13	G03171	Federal	OP 5	7/1/1975	5/23/2018	391	ANKOR En	12.5%	TERMIN
SOUTH PELTO 25	PL 25	G14535	Federal	RT	7/1/1994	7/30/2019	5,000	Fieldwood En	100.0%	TERMIN
*No FW asset ownership	PL 5	G12027	Federal	RT	6/1/1990	5/13/2019	5,000	Talos En Off	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	RT	5/1/1988	7/12/2017	5,000	Walter O&G	100.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 1	5/1/1988	7/12/2017	5,000	Walter O&G	35.0%	RELINQ
\$0 Liability	PL 6	G09651	Federal	OP 2	5/1/1988	7/12/2017	5,000	Walter O&G	65.0%	RELINQ
\$0 Liability	PL 8	G03587	Federal	RT	8/1/1977	6/19/2018	5,000	ANKOR En	12.5%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	TERMIN
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	PL 9	G02924	Federal	OP	12/1/1974	7/26/2020	5,000	Fieldwood En	50.0%	TERMIN
	PN 883	MF100410	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100411	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF100412	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF101898	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	TERMIN
	PN 883	MF96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	MF96147	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 883	SL96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100413	SL - TX	WI	10/6/1998	1/0/1900	375	Fieldwood	35.0%	ACTIVE
	PN 899L	MF100414	SL - TX	WI	10/6/1998	1/0/1900	360	Fieldwood	35.0%	ACTIVE
NORTH PADRE ISLAND 969	PN 969	G05953	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
NORTH PADRE ISLAND 969	PN 976	G05954	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	RT	3/1/1979	12/29/2017	3,144	Fieldwood En	92.3%	TERMIN
\$0 Liability	SA 10	G03958	Federal	OP	3/1/1979	12/29/2017	3,144	Fieldwood En	20.0%	TERMIN
*No FW asset ownership	SA 13	G03959	Federal	OP	3/1/1979	1/16/2020	5,000	Renaissance Off	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 10	G01181	Federal	RT	4/1/1962	1/6/2019	5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 105	G17938	Federal	RT	8/1/1997		5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH IS. 105/106	SM 106	G02279	Federal	RT	2/1/1973	11/19/2015	2,500	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 105/106	SM 106	G03776	Federal	RT	6/1/1978		2,500	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	RT	5/1/1960	-	5,000	Talos En Off	25.0%	PROD
SOUTH MARSH ISLAND 107/108	SM 108	00792	Federal	OP	5/1/1960	-	5,000	Talos En Off	12.5%	PROD
SOUTH MARSH IS. 10/18	SM 11	G01182	Federal	RT	3/1/1962		5,000	Fieldwood En	100.0%	TERMIN
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	33.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 127/128	SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	8.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	66.7%	PROD
SOUTH MARSH IS. 127/128	SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	17.3%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	66.7%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	RT	12/1/1974	4/1/2016	5,000	Fieldwood En	77.6%	TERMIN
SOUTH MARSH ISLAND 141	SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	17.3%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 149	G02592	Federal	RT	5/1/1974		2,500	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH ISLAND 161	SM 161	G04809	Federal	RT	9/1/1981		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SM 171	G34273	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	SM 172	G34274	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 177	G34275	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 178	G34276	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	RT	6/1/1987	11/3/2019	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 10/18	SM 18	G08680	Federal	OP	6/1/1987	11/3/2019	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	SM 188	G34277	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 189	G34278	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 193	G34279	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SM 195	G21108	Federal	ORRI	6/1/1999	12/27/2015		Tarpon O&D	4.0%	TERMIN
	SM 236	G4437	Federal	ORRI	11/1/1980			Cox Op	4.4%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	RT	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	OP	2/7/1936	-	114,601	Cox Op	60.0%	UNIT
SOUTH MARSH IS. 241	SM 241	00310	Federal	Unit	2/7/1936	-	114,601	Cox Op	16.0%	UNIT
Ex N	SM 268	G02310	Federal	CONT	12/19/1972	9/7/2009		Apache	69.9%	TERMIN
\$0 Liability	SM 268	G34284	Federal	RT	8/1/2012	7/31/2017	3,237	Apache Shelf Exp	100.0%	EXPIR
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	72.8%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	RT	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	68.1%	PROD
\$0 Liability	SM 34	G13897	Federal	OP	5/1/1993	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
\$0 Liability	SM 44	G23840	Federal	RT	5/1/2002	3/25/2014	5,000	SandRidge En Off	100.0%	TERMIN
SOUTH MARSH IS. 39	SM 48	00786	Federal	RT	5/1/1960	-	5,000	Fieldwood En	100.0%	PROD
SOUTH MARSH ISLAND 58	SM 58	G01194	Federal	RT	5/1/1962		5,000	ANKOR En	100.0%	PROD
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	SM 7	G33610	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH MARSH IS. 76	SM 76	G01208	Federal	RT	6/1/1962	1/26/2020	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 93	SM 93	G21618	Federal	RT	5/1/2000		5,000	Talos ERT	12.5%	PROD
\$0 Liability	SM 97	G32159	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SOUTH PASS 60	SP 61	G01609	Federal	OP	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 62	SP 62	G01294	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SP 63	G34365	Federal	RT	8/1/2012	7/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	RT	1/1/1969		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 64	G01901	Federal	OP	1/1/1969		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 65	G01610	Federal	OP	7/1/1967		5,000	Fieldwood En	75.0%	UNIT
SOUTH PASS 64/65 / MAIN PASS 152/153	SP 66	G1611	Federal	ORRI	6/1/1967			Fieldwood En	8.3%	UNIT
\$0 Liability	SP 68	G34366	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	SP 69	G34367	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH PASS 61/70	SP 70	G01614	Federal	RT	6/1/1967		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	28.8%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	RT	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 75	SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN
SOUTH PASS 83	SP 83	G05052	Federal	ORRI	4/1/1982	2/27/2020	5,000	Arena Off	0.7%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WEST DELTA 128	SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	TERMIN
SOUTH PASS 87/89 / WD 128	SP 88	G10894	Federal	RT	6/1/1989	5/2/2012	3,540	Apache	100.0%	RELINQ
SOUTH PASS 87/89 / WEST DELTA 128	SP 89	G01618	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	SP 96	G31431	Federal	RT	3/1/2008	2/21/2014	5,000	Stone En	50.0%	RELINQ
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	RT	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 2	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 105	G09614	Federal	OP 3	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	RT	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 126	G12940	Federal	OP	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 105/126/129	SS 129	G12941	Federal	ORRI	5/1/1991			Fieldwood En	3.3%	PROD
SHIP SHOAL 130	SS 130	00453	Federal	ORRI	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 145	SS 145	G34831	Federal	CONT	9/1/2013	10/31/2019	5,000	Hoactzin Part	25.0%	TERMIN
SHIP SHOAL 150	SS 150	00419	Federal	ORRI	11/1/1954	-	5,000	Ridgelake En	5.0%	PROD
SHIP SHOAL 151	SS 151	G15282	Federal	RT	7/1/1995		5,000	EnVen En Vent	100.0%	PROD
\$0 Liability	SS 153	G18011	Federal	RT	7/1/1997	7/5/2016	5,000	Fieldwood En	33.3%	TERMIN
	SS 154	00420	Federal	ORRI	11/1/1954			Ridgelake En	8.0%	PROD
SHIP SHOAL 159	SS 159	G11984	Federal	OP	7/1/1990	10/31/2019	5,000	Hoactzin Part	15.5%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	00820	Federal	RT	4/1/1960		5,			

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 175	G05550	Federal	RT	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EUGENE IS. 211/212 / SHIP SHOAL 175/176	SS 176	G33646	Federal	RT	7/1/2010		5,000	Fieldwood En	40.0%	PROD
SHIP SHOAL 178	SS 178	G05551	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 182	G03998	Federal	RT	3/1/1979		2,500	Fieldwood En	100.0%	PROD
SHIP SHOAL 189	SS 188	G05203	Federal	CONT	1/1/1983	12/30/1991	5,027	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	RT	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SHIP SHOAL 189	SS 189	G4232	Federal	ORRI	12/1/1979			Fieldwood En	8.0%	PROD
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	RT	4/1/1989	8/10/2019	5,000	Fieldwood En	60.0%	TERMIN
SHIP SHOAL 190/206/207/216	SS 190	G10775	Federal	OP	4/1/1989	8/10/2019	5,000	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 193	G13917	Federal	RT	5/1/1993		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 169/182/193/194	SS 194	G15288	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 198/199	SS 198	G0593	Federal	RT	9/1/1955		2,969	Renaissance Off	50.0%	PROD
SHIP SHOAL 198/199	SS 198	G12355	Federal	OP	9/1/1955		2,031	Renaissance Off	25.0%	PROD
\$0 Liability	SS 199	G0594	Federal	RT	9/1/1955		3,516	Talos En Off	50.0%	PROD
SHIP SHOAL 198/199	SS 199	G12358	Federal	OP	9/1/1955		1,484	Renaissance Off	50.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	55.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	60.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	72.2%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	47.6%	UNIT
SHIP SHOAL 189	SS 210	G05204	Federal	CONT	1/1/1983	12/26/1990	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	80.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	RT	7/1/1989		5,000	Fieldwood En	50.0%	PROD
SHIP SHOAL 243	SS 243	G10780	Federal	ORRI	7/1/1989			Fieldwood En	4.2%	PROD
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	5.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G1030	Federal	ORRI	6/1/1962			Fieldwood En Off	0.2%	UNIT
\$0 Liability	SS 258	G05560	Federal	RT	7/1/1983	4/1/2016	5,000	Castex Off	100.0%	TERMIN
\$0 Liability	SS 258	G05560	Federal	OP	7/1/1983	4/1/2016	5,000	Castex Off	7.4%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	RT	4/1/1982	3/1/2018	5,141	Fieldwood En	100.0%	TERMIN
SHIP SHOAL 258/259	SS 259	G05044	Federal	OP	4/1/1982	3/1/2018	5,141	Fieldwood En	7.4%	TERMIN
\$0 Liability	SS 271	G01038	Federal	RT	6/1/1962		5,000	Fieldwood En Off	20.0%	UNIT
SHIP SHOAL 274	SS 274	G01039	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
SHIP SHOAL 274	SS 276	G10785	Federal	RT	5/1/1989	10/31/2007	5,000	Monforte	66.7%	TERMIN
SHIP SHOAL 274	SS 277	G09627	Federal	RT	5/1/1988		5,000	Fieldwood En	1.0%	SOP
SHIP SHOAL 274	SS 277	G09627	Federal	OP	5/1/1988		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	SS 278	G32206	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	OP	12/1/1974		3,750	Fieldwood En	67.9%	OPERN
SHIP SHOAL 30/31/32/33	SS 30	G0333	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
	SS 301	G10794	Federal	ORRI	5/1/1989			Fieldwood En	1.5%	SOP
SHIP SHOAL 30/31/32/33	SS 31	G0334	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	OP 4	5/1/2004		5,000	Fieldwood En	37.5%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	RT	5/1/2004		5,000	Fieldwood En	75.0%	PROD
SHIP SHOAL 300/314/315	SS 314	G26074	Federal	ORRI	5/1/2004			Fieldwood En	4.5%	PROD
SHIP SHOAL 30/31/32/33	SS 32	G0335	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	G0336	Federal	CONT	9/12/1946	-	5,000	W&T Off	28.9%	UNIT
SHIP SHOAL 30/31/32/33	SS 33	G0336	Federal	ORRI	9/12/1946	-	5,000	W&T Off	0.8%	UNIT
SHIP SHOAL 354	SS 354	G15312	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	SS 355	G33650	Federal	RT	6/1/2010	4/7/2016	5,323	Apache Shelf Exp	100.0%	RELINQ
SHIP SHOAL 58	SS 58	G07746	Federal	ORRI	7/1/1985		5,000	Talos Third Cst	10.5%	PROD
SOUTH PELTO 20 / PL 1/9/10/11 / SHIP SHOAL 68	SS 68	G02917	Federal	RT	12/1/1974	11/15/2019	5,000	Fieldwood En	100.0%	RELINQ
SHIP SHOAL 87	SS 87	G12349	Federal	ORRI	9/12/1946		1,953	Sanare En Part	1.0%	UNIT
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	12.5%	PROD
SHIP SHOAL 91	SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	12.5%	PROD
\$0 Liability	ST 146	G33110	Federal	RT	7/1/2009	6/30/2014	3,772	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 148	ST 148	G01960	Federal	RT	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 148	ST 148	G01960	Federal	OP	2/1/1970		2,500	Arena Off	15.6%	PROD
SOUTH TIMBALIER 176	ST 161	G01248	Federal	OP	6/1/1962		5,000	Arena Off	25.0%	PROD
\$0 Liability	ST 166	G01252	Federal	OP	6/1/1962	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 173	G04001	Federal	RT	3/1/1979	8/27/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	RT	6/1/1990	8/27/2015	5,000	Fieldwood En Off	50.0%	TERMIN
\$0 Liability	ST 179	G12020	Federal	OP	6/1/1990	8/27/2015	5,000	Fieldwood En Off	68.8%	TERMIN
\$0 Liability	ST 190	G01261	Federal	RT	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 190	G01261	Federal	OP	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 194	G05610	Federal	RT	7/1/1983	1/5/2015	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 1	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	OP 2	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	20.0%	TERMIN
\$0 Liability	ST 203	G01269	Federal	RT	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	RT	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 3	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 4	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 7	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 6	7/1/1983		5,000	Fieldwood En	75.0%	PROD
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	OP 5	7/1/1983		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 205/206	ST 206	G05613	Federal	RT	7/1/1983	1/31/2015	5,000	Fieldwood En	50.0%	TERMIN
\$0 Liability	ST 228	G32217	Federal	RT	8/1/2008	7/31/2013	5,000	Eni US Op	40.0%	EXPIR
SOUTH TIMBALIER 229	ST 229	G13938	Federal	OP	7/1/1993		2,148	W & T Off	33.3%	PROD
\$0 Liability	ST 244	G34341	Federal	RT	10/1/2012	9/16/2016	4,572	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	ST 26	G01361	Federal	RT	5/1/1964		625	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G01870	Federal	RT	11/1/1968		1,875	Cox Op	50.0%	UNIT
*No FW lease ownership	ST 26	G02620	Federal	RT	5/1/1974		2,500	Cox Op	50.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	RT	8/1/1985		5,000	Eni US Op	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 276	G07780	Federal	OP	8/1/1985		5,000	Eni US Op	100.0%	UNIT
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 290	G16454	Federal	RT	4/24/1996	1/5/2010	5,000	Apache	100.0%	TERMIN
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	RT	9/1/1996		5,000	Fieldwood En	100.0%	PROD
EWING BANK 826/782 / SOUTH TIMBALIER 291	ST 291	G16455	Federal	OP	9/1/1996		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 276/295/296	ST 295	G05646	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 276/295/296	ST 296	G12981	Federal	OP	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
SOUTH TIMBALIER 311	ST 311	G31418	Federal	RT	3/1/2008		5,000	Walter O&G	45.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	20.0%	PROD
SOUTH TIMBALIER 311	ST 320	G24990	Federal	RT	5/1/2003		5,000	W & T Off	11.3%	PROD
\$0 Liability	ST 47	G33652	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 49	ST 49	G24956	Federal	RT	6/1/2003		5,000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 49	ST 49	G24956	Federal	OP	6/1/2003		5,000	Fieldwood En	100.0%	PROD
\$0 Liability	ST 50	G34331	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	RT	3/1/1979		5,000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 53/67/68	ST 53	G04000	Federal	OP 1	3/1/1979		5,000	Fieldwood En	50.0%	PROD
\$0 Liability	ST 59	G31404	Federal	RT	2/1/2008	1/17/2014	5,000	LLOG Exp Off	25.0%	RELINQ
\$0 Liability	ST 64	G33106	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
SOUTH TIMBALIER 53/67/68	ST 67	G00020	Federal	CONT	4/25/1947			Fieldwood En	79.7%	UNIT
SABINE PASS 10	SX 17	G04143	Federal	RT	10/1/1979	9/30/2013	2,042	Apache	92.3%	RELINQ
SABINE PASS 10	SX 17	G04143	Federal	OP	10/1/1979	9/30/2013	2,042	Apache	20.0%	RELINQ
\$0 Liability	VK 118	G33697	Federal	RT	5/1/2010	4/30/2015	5,760	Apache Shelf Exp	75.0%	EXPIR
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	RT	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 203	G07890	Federal	OP	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	RT	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 203/204	VK 204	G04921	Federal	OP	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
\$0 Liability	VK 384	G16541	Federal	OP	6/1/1996	2/8/2014	5,760	Chevron USA	20.0%	TERMIN



Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 692/693	G07898	Federal	RT	9/1/1985	7/11/2020	4,773	Fieldwood En	56.9%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	RT	7/1/1991	7/11/2020	3,214	Fieldwood En	53.1%	TERMIN
MAIN PASS 259/260 / VIOSCA KNOLL 693/694	VK 694	G13055	Federal	OP	7/1/1991	7/11/2020	3,214	Fieldwood En	92.1%	TERMIN
\$0 Liability	VK 698	G07901	Federal	RT	8/1/1985	2/20/2014	4,996	Fieldwood En	52.4%	TERMIN
\$0 Liability	VK 736	G13987	Federal	RT	7/1/1993	12/12/2013	4,742	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 780	G06884	Federal	RT	6/1/1984	12/12/2013	5,760	Fieldwood En	100.0%	TERMIN
VIOSCA KNOLL 780	VK 824	G15436	Federal	RT	9/1/1995	8/20/2013	5,760	Apache	100.0%	RELINQ
\$0 Liability	VK 856	G34872	Federal	RT	7/1/2013	6/21/2017	877	Apache Shelf Exp	75.0%	RELINQ
\$0 Liability	VK 899	G34408	Federal	RT	8/1/2012	7/31/2017	1,553	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VR 115	G33593	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 128	G33594	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
*No FW lease ownership	VR 131	00775	Federal	OP	5/1/1960	7/20/2020	4,923	Talos En Off	72.5%	TERMIN
\$0 Liability	VR 146	G33084	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	VR 156	G34251	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 160	G34252	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	VR 161	G34253	Federal	RT	10/1/2012	7/24/2015	4,868	Apache Shelf Exp	100.0%	RELINQ
VERMILION 252	VR 252	G05431	Federal	ORRI	7/1/1983		4,454	Castex Off	2.0%	PROD
VERMILION 253	VR 253	G17912	Federal	ORRI	7/1/1997		5,000	Castex Off	0.6%	PROD
\$0 Liability	VR 26	00297	Federal	OP 1	11/26/1946	9/12/2013	4,646	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	OP 2	11/26/1946	9/12/2013	4,646	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 26	00297	Federal	RT	11/26/1946	9/12/2013	4,646	Apache Shelf	50.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	75.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 2	4/1/1976	8/10/2020	5,429	Fieldwood En	37.5%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	ORRI	4/1/1976			Fieldwood En	6.3%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	75.0%	RELINQ
VERMILION 265	VR 265	G01955	Federal	RT	1/1/1970		5,000	Fieldwood En	100.0%	SOP
\$0 Liability	VR 27	G01329	Federal	OP 2	12/1/1962	6/16/2013	1,902	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	OP 1	12/1/1962	6/16/2013	1,902	Apache Shelf	25.0%	TERMIN
\$0 Liability	VR 27	G01329	Federal	RT	12/1/1962	6/16/2013	1,902	Apache Shelf	50.0%	TERMIN
VERMILION 271/272 / SM 87/102	VR 271	G04800	Federal	OP	9/1/1981		4,418	Castex Off	12.5%	PROD
VERMILION 326	VR 326	G21096	Federal	RT	6/1/1999	8/21/2020	5,000	Fieldwood En	70.3%	TERMIN
	VR 332	G09514	Federal	CONT	3/30/1988			Fieldwood En	50.0%	PROD
\$0 Liability	VR 34	G01356	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 34	G01356	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 35	00548	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 35	00549	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VERMILION 356	VR 356	G17921	Federal	ORRI	8/1/1997		4,093	EnVen En Vent	2.6%	PROD
\$0 Liability	VR 36	G01357	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
\$0 Liability	VR 36	G01357	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
Other (TBD)	VR 369	G02274	Federal	OP 4	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	OP 3	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
Other (TBD)	VR 369	G02274	Federal	RT	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
\$0 Liability	VR 374	G32153	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
VERMILION 380/381	VR 380	G02580	Federal	RT	5/1/1974		5,000	Fieldwood En	100.0%	PROD
VERMILION 380/381	VR 381	G16314	Federal	RT	9/1/1996	10/27/2015	5,000	Apache Shelf	100.0%	TERMIN
VERMILION 380/381	VR 381	G16314	Federal	OP	9/1/1996	10/27/2015	5,000	Apache Shelf	80.0%	TERMIN
\$0 Liability	VR 386	G02278	Federal	RT A	2/1/1973		5,000	Marathon Oil	30.2%	UNIT
\$0 Liability	VR 386	G02278	Federal	RT B	2/1/1973		5,000	Marathon Oil	29.0%	UNIT
VERMILION 408	VR 408	G15212	Federal	RT	7/1/1995		5,000	Fieldwood En	12.5%	PROD
VERMILION 408	VR 408	G15212	Federal	OP	7/1/1995		5,000	Fieldwood En	100.0%	PROD
WEST CAMERON 71/72/102	WC 102	00247	Federal	RT	9/9/1946		5,000	Fieldwood En	100.0%	TERMIN
WEST CAMERON 110	WC 110	00081	Federal	RT	6/10/1947		5,000	BP E&P	100.0%	PROD
WEST CAMERON 110	WC 110	00081	Federal	OP	6/10/1947		5,000	BP E&P	37.5%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	RT	6/10/1947		1,250	BP E&P	100.0%	PROD
WEST CAMERON 110/111	WC 111	00082	Federal	OP	6/10/1947		1,250	BP E&P	37.5%	PROD
\$0 Liability	WC 111	G33046	Federal	RT	8/1/2009	7/31/2014	3,750	Eni US Op	25.0%	EXPIR
\$0 Liability	WC 130	G12761	Federal	RT	5/1/1991	4/1/2015	5,000	Eni US Op	25.0%	TERMIN
WEST CAMERON 144	WC 144	G01953	Federal	RT	2/1/1970	4/1/2016	5,000	Fieldwood En	62.5%	TERMIN
\$0 Liability	WC 155	G32114	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
WEST CAMERON 163	WC 163	G05299	Federal	RT A	7/1/1983	12/1/2015	5,000	Fieldwood En	61.0%	TERMIN
WEST CAMERON 163	WC 163	G05299	Federal	RT B	7/1/1983	12/1/2015	5,000	Fieldwood En	56.2%	TERMIN
\$0 Liability	WC 165	00758	Federal	RT	4/1/1960	12/30/2017	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 1	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 2	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 3	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 4	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 10	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 11	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 172	G01998	Federal	OP 12	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%	TERMIN
\$0 Liability	WC 181	G33558	Federal	RT	6/1/2010	4/30/2015	2,500	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 196	G05292	Federal	RT	7/1/1983	8/27/2013	5,000	Union Oil CA	8.3%	TERMIN
*No FW asset ownership	WC 20	00680	Federal	OP	8/1/1959		1,873	Sanare En Part	50.0%	PROD
\$0 Liability	WC 210	G34216	Federal	RT	10/1/2012	3/3/2014	5,000	Apache	100.0%	RELINQ
\$0 Liability	WC 225	G00900	Federal	OP 1	4/1/1962	3/14/2018	5,000	Tarpon O&D	26.7%	TERMIN
WEST CAMERON 269	WC 269	G13563	Federal	OP	8/1/1992	8/11/2020	5,000	Sanare En Part	33.8%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	10.4%	TERMIN
WEST CAMERON 289/290/294	WC 290	G04818	Federal	RT	9/1/1981	7/21/2020	5,000	Fieldwood En Off	16.7%	TERMIN
\$0 Liability	WC 291	G04397	Federal	RT	11/1/1980	7/16/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WC 291	G04397	Federal	OP	11/1/1980	7/16/2013	5,000	Apache	60.0%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	20.6%	PROD
\$0 Liability	WC 300	G15078	Federal	RT	7/1/1995	12/21/2013	5,000	SandRidge En Off	14.0%	TERMIN
\$0 Liability	WC 300	G15078	Federal	OP	7/1/1995	12/21/2013	5,000	SandRidge En Off	24.4%	TERMIN
\$0 Liability	WC 310	G17789	Federal	RT	8/1/1997	6/3/2016	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WC 310	G17789	Federal	OP	8/1/1997	6/3/2016	5,000	Fieldwood En	73.7%	TERMIN
WEST CAMERON 33	WC 33	G15050	Federal	RT	7/1/1995		2,891	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 34	G03251	Federal	RT	9/1/1975	6/1/2012	4,506	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	RT	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 35	G02819	Federal	OP	12/1/1974	11/3/2013	4,688	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	VC 35, WC 6	G01860	Federal	OP 2	1/1/1969		1,563	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 35/66	G01860	Federal	RT	1/1/1969		1,563	BP E&P	100.0%	PROD
\$0 Liability	WC 401	G07619	Federal	RT	7/1/1985	9/27/2015	5,000	ConocoPhillips	33.3%	TERMIN
\$0 Liability	WC 576	G33061	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
\$0 Liability	WC 624	G33064	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	BP E&P	81.3%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	RT	12/1/1974		5,000	BP E&P	100.0%	PROD
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP	12/1/1974		5,000	BP E&P	100.0%	PROD
\$0 Liability	WC 650	G34217	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 656	G34218	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
\$0 Liability	WC 657	G34219	Federal	RT	10/1/2012	9/19/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	75.0%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP	12/1/1974		3,750	Fieldwood En	100.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 1	9/1/1975	2/8/2008	5,000	Apache	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 67	G03256	Federal	OP 2	9/1/1975	2/8/2008	5,000	Apache	66.6%	TERMIN
\$0 Liability	WC 68	00526	Federal	RT	9/1/1955	9/3/2014	2,500	BP Am Prod	100.0%	TERMIN
WEST CAMERON 35/65/66	WC 71	00244	Federal	RT	9/9/1946	12/19/2019	5,000	Fieldwood En	100.0%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	25.0%	PROD
*No FW asset ownership	WC 73	G23736	Federal	OP	7/1/2002		5,000	Castex Off	25.0%	PROD
\$0 Liability	WC 99	G34213	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
WEST DELTA 90/103	WD 103	00840	Federal	RT	5/1/1960		3,984	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	81.3%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 1	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 2	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 104	00841	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	RT	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 3	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 4	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 5	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 104/105	WD 105	00842	Federal	OP 6	5/1/1960		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	84.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	RT	8/1/1992		5,000	Fieldwood En	100.0%	PROD
SOUTH PASS 87/89 / WEST DELTA 128	WD 128	G10883	Federal	RT	6/1/1989	8/2/2020	5,000	Fieldwood En	100.0%	TERMIN
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	1.0%	PROD
WEST DELTA 133	WD 133	G1106	Federal	ORRI	5/1/1962			Arena Off	7.2%	PROD
WEST DELTA 133	WD 133	G01106	Federal	RT	5/1/1962		5,000	Arena Off	100.0%	PROD
\$0 Liability	WD 34	G03414	Federal	RT	1/1/1977	3/20/2017	2,500	Fieldwood En	76.7%	TERMIN
\$0 Liability	WD 34	G03414	Federal	OP	1/1/1977	3/20/2017	2,500	Fieldwood En	46.7%	TERMIN
\$0 Liability	WD 38	G22772	Federal	RT	5/1/2001	9/13/2013	1,796	Apache	87.5%	TERMIN
\$0 Liability	WD 38	G22772	Federal	OP	5/1/2001	9/13/2013	1,796	Apache	43.8%	TERMIN
\$0 Liability	WD 41	G01073	Federal	RT	3/1/1962	10/25/2013	5,000	Apache	100.0%	TERMIN
\$0 Liability	WD 41	G01073	Federal	OP	3/1/1962	10/25/2013	5,000	Apache	50.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	RT	9/1/1996	1/26/2014	5,000	Fieldwood En	100.0%	TERMIN
\$0 Liability	WD 42	G16470	Federal	OP	9/1/1996	1/26/2014	5,000	Fieldwood En	50.0%	TERMIN
	WD 53	17935	SL- LA	WI	10/13/2003	1/27/2015	-	Whitney Oil	33.3%	TERMIN
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	RT	7/17/1948		2,500	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 67	00179	Federal	OP 2	7/17/1948		2,500	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	RT	7/17/1948		1,833	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 68	00180	Federal	OP 2	7/17/1948		1,833	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	RT	7/17/1948		3,665	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 69	00181	Federal	OP 2	7/17/1948		3,665	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	RT	7/17/1948		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 70	00182	Federal	OP 2	7/17/1948		5,000	GOM Shelf	37.5%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	RT	4/1/1960		5,000	GOM Shelf	75.0%	UNIT
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 71	00838	Federal	OP 2	4/1/1960		5,000	GOM Shelf	37.5%	UNIT
WEST DELTA 75/90	WD 75	G01085	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	81.3%	PROD
WEST DELTA 90/103	WD 90	G01089	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	RT	5/1/1960		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 94	00839	Federal	OP 2	5/1/1960		5,000	GOM Shelf	37.5%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	RT	12/1/1966		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 95	G01497	Federal	OP 1	12/1/1966		5,000	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	RT	12/1/1966		3,665	GOM Shelf	75.0%	PROD
GRAND ISLE 43 (G132-52/ WD67-71, 94-96)	WD 96	G01498	Federal	OP 2	12/1/1966		3,665	GOM Shelf	37.5%	PROD

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G06069	TERMIN	Brazos Area	491	6891 to 99999	All	Operating Rights	50.00000%
G01757	PROD	Brazos Area	A0105	14090 to 99999	NE/4;S/2	Operating Rights	6.25000%
G02665	PROD	Brazos Area	A-133	Below 13,840' MD	SE/4	Operating Rights	12.50000%
G13576	SOP	East Cameron	71	14,645' to 99,999'	N/2N/2, N/2S/2N/2, S/2SW/4NW/4, SW/4SE/4NW/4, W/2SW/4, W/2E/2SW/4, SE/4SE/4SW/4 and S/2S/2SE/4	Operating Rights	50.00000%
G13576	SOP	East Cameron	71	10,400' to 99,999'	N/2SE/4, N/2S/2SE/4, S/2S/2NE/4, SE/4SE/4NW/4, E/2NE/4SW/4, NE/4SE/4SW/4	Operating Rights	100.00000%
G02063	PROD	East Cameron	338	7,244' TVDSS to 99,999'		Operating Rights	7.83469%
G01440	PROD	East Cameron	9 & 14	15199 to 99999	SE/4;E/2SW/4	Operating Rights	50.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	NW/4	Operating Rights	25.00000%
49	PROD	Eugene Island	119	15,410' TVDSS to 99,999'	SW/4; E/2	Operating Rights	20.00000%
50	PROD	Eugene Island	120	14,136' to 99,999	All	Operating Rights	50.00000%
51	OPERN	Eugene Island	125	13,334' to 99,999	All	Operating Rights	50.00000%
52	PROD	Eugene Island	126	9,400 to 99,999	SE/4NE/4;NE/4SE/4	Operating Rights	100.00000%
52	PROD	Eugene Island	126	12,056 to 99,999	W/2;W/2E/2;NE/4NE/4;SE/4SE/4	Operating Rights	50.00000%
G03152	PROD	Eugene Island	136	19,135' to 99,999	All	Operating Rights	50.00000%
G01220	PROD	Eugene Island	158	17,588 to 99,999		Operating Rights	50.00000%
G13622	PROD	Eugene Island	173	14,097' to 99,999	All	Operating Rights	50.00000%
G03782	PROD	Eugene Island	174	from the stratigraphic equivalent of 100' below a true vertical depth of 10,960' as encountered in the Newfield Exploration Company OCSG 3782 Well No. A10 to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G03782	PROD	Eugene Island	174	12,431' TVDSS to 99,999'	N/2;SE/5	Operating Rights	50.00000%
438	PROD	Eugene Island	175	13,032 to 99,999	All	Operating Rights	37.50000%
G10736	PROD	Eugene Island	187	17,170' to 99,999	All	Operating Rights	50.00000%
423	PROD	Eugene Island	189	13,638' to 99,999	W/2;W/2E/2	Operating Rights	50.00000%
G05502	UNIT	Eugene Island	211	surface to 99,999'	SE/4SE/4; E/2SW/4SE/4	Operating Rights	66.66667%
G05504	PROD	Eugene Island	224	18,000' to 99,999'	All	Operating Rights	15.00000%
G22679	TERMIN	Eugene Island	312	9,000' TVD to 99,999' TVDSS	E/2NW/4;W/2NE/4	Operating Rights	50.00000%
G22679	TERMIN	Eugene Island	312	9,015' TVDSS to 99,999'	W/2NW/4;E/2NE/4;S/3	Operating Rights	50.00000%
G02112	TERMIN	Eugene Island	315	25,000' SS TVD down to 99,999'	S/2	Operating Rights	25.00000%
G24912	PROD	Eugene Island	315	8,000' subsea to 99,999'	N/2	Operating Rights	50.00000%
G05040	PROD	Eugene Island	316	7,739' TVDSS to 99,999'	All	Operating Rights	50.00000%
G02912	TERMIN	Eugene Island	329	from 7,871' TVDSS to 99,999'		Operating Rights	50.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	21.00000%
G02115	UNIT	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	11.51246%
G02317	TERMIN	Eugene Island	333	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G15263	TERMIN	Eugene Island	334	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03332	UNIT	Eugene Island	337	7,026' TVD to 99,999' TVDSS.	NE/4NE/4NE/4	Operating Rights	98.00000%
G03332	UNIT	Eugene Island	337	6,020' TVDSS to 99,999' TVDSS	SW/4SE/4SE/4; S/2SW/4SW/4	Operating Rights	100.00000%
G03332	UNIT	Eugene Island	337	12,455' TVDSS to 99,999'	SE/4SW/4, W/2SE/4, and SW/4NE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	13,469' TVDSS to 99,999' TVDSS	N/2NW/4, SE/4NW/4, NE/4SW/4NW/4, E/2SW/4, E/2SW/4SW/4 and SE/4	Operating Rights	50.00000%
G14482	PROD	Eugene Island	346	7,511' TVD to 99,999' TVDSS	NE/4	Operating Rights	100.00000%
G14482	PROD	Eugene Island	346	from the stratigraphic equivalent of 12,890' TVD, being the total depth drilled in the Eugene Island Area, South Addition, Block 346, OCSG 14482, B1 Well plus 100 feet being 12,990' TVD to 99,999' TVDSS	W/2SW/4NW/4, SE/4SW/4NW/4, NW/4SW/4, and W/2SW/4SW/4	Operating Rights	100.00000%
G10752	PROD	Eugene Island	354	9,669' TVDSS to 99,999'	S/2, S/2N/2 and NE/4NE/4	Operating Rights	50.00000%
G02324	PROD	Eugene Island	361	5,220' TVDSS to 99,999' TVDSS	All	Operating Rights	6.17647%
G31470	PROD	Ewing Bank	782	12,960' TVDSS to 99,999	All	Operating Rights	50.00000%
G03228	UNIT	Galveston	180	8,900' to 99,999		Operating Rights	50.00000%
G25524	PROD	Galveston	210	100' below the stratigraphic equivalent of 10,200' TD to 99,999' TVDSS	N/2NE/4	Operating Rights	33.34000%
G25524	PROD	Galveston	210	9,636' to 99,999	S/2NE/4, NW/4 and S/2	Operating Rights	33.34000%
174	UNIT	Grand Isle	32	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS).	S/2	Operating Rights	18.75000%
126	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
127	UNIT	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
128	UNIT	Grand Isle	40	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
129	UNIT	Grand Isle	41	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
130	UNIT	Grand Isle	41	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
131	UNIT	Grand Isle	42	below 18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
175	UNIT	Grand Isle	43	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
176	UNIT	Grand Isle	44	18,000' subsea (TVDS) to 99,999'	N/2	Operating Rights	18.75000%
132	UNIT	Grand Isle	46	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
133	UNIT	Grand Isle	47	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
134	UNIT	Grand Isle	48	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
177	UNIT	Grand Isle	52	depths below 17,651' TVDSS down to 99,999' TVDSS	N/2	Operating Rights	18.75000%
G13944	UNIT	Grand Isle	116	19,402' TVDSS to 99,999' TVDSS		Operating Rights	25.00000%
G01848	PROD	High Island	129	15,418' TVDSS to 99,999'	W/2NW/4, SE/4NW/4, W/2NE/4NW/4;S/2	Operating Rights	45.00000%
G03236	UNIT	High Island	179	9,839' TVDSS to 99,999'	W/2NW/4;S/2	Operating Rights	50.00000%
G03236	UNIT	High Island	179	10,036' TVDSS to 99,999'	E/2N/2;E/2W/2N/2	Operating Rights	50.00000%
G20660	PROD	High Island	206	12,145' TVDSS to 99,999'	All	Operating Rights	50.00000%
G25605	PROD	High Island	A0341	8,847' TVDSS to 99,999'	All	Operating Rights	30.00000%
G02750	PROD	High Island	A0365	5,659' TVDSS to 99,999'	All	Operating Rights	26.54255%
G02754	PROD	High Island	A0376	11,850' TVDSS to 99,999'	N/2, SW/4, W/2SE/4, SE/4SE/4, W/2NE/4SE/4 and SE/4NE/4SE/4	Operating Rights	22.28723%
G02757	PROD	High Island	A0382	11,025' TVDSS to 99,999'	All	Operating Rights	36.20529%
G02721	PROD	High Island	A0595	10,827' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02722	PROD	High Island	A0596	13,264' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02393	PROD	High Island	A0573	7,795' to 99,999'		Operating Rights	36.20510%
G04481	RELINQ	Main Pass	77	depths below the stratigraphic equivalent of 13,040' measured depth on the Schlumberger IFS/Sonic wireline log (RUN 4) dated 7/12/81 for the Chevron U.S.A. Inc. State of La. Lease 8693 Well No. 4 (API # 1772520242), Main Pass Block 77 field down to 99,999'		Operating Rights	11.76468%
G02193	PROD	Main Pass	140	8,959' TVDSS to 99,999'		Operating Rights	32.50000%
G07827	TERMIN	Main Pass	259	11,636' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G07828	TERMIN	Main Pass	260	from 12,072' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G15395	PROD	Main Pass	275	11,278' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G01666	PROD	Main Pass	289	9,077' TVDSS to 99,999' TVDSS	N/2, SW/4 and W/2W/2SE/4	Operating Rights	50.00000%
G01673	UNIT	Main Pass	296	below 9,500' TVDSS down to 99,999' TVDSS		Operating Rights	16.66667%
G04253	UNIT	Main Pass	303	6,060' TVDSS to 99,999'	N/2 and N/2S/2	Operating Rights	93.10100%



Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G32265	PROD	Main Pass	308	from 6,284' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08760	PROD	Main Pass	309	6,510' TVDSS to 99,999'		Operating Rights	50.00000%
G04126	UNIT	Main Pass	310	6,944' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02213	PROD	Main Pass	311	below 12,000' TVDSS down to 99,999' TVDSS		Operating Rights	16.66666%
G16520	PROD	Main Pass	312	10,989' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08467	PROD	Main Pass	315	from the stratigraphic equivalent of the deepest depth found production (7,830' MD/TVD) in the Apache Corporation OCS-G 8467 No 2 Well plus 100' to 99,999'	W/2NW/4 and W/2E/2NW/4	Operating Rights	100.00000%
G08467	PROD	Main Pass	315	from 7,760' TVDSS to 99,999' TVDSS	S/2, NE/4 and E/2E/2NW/4	Operating Rights	50.00000%
G01966	UNIT	Main Pass	152	from the stratigraphic equivalent of 10,700' Measured Depth as seen in the OCSG 1967 #3 Well down to a depth of 50,000'		Operating Rights	37.50000%
G01967	UNIT	Main Pass	153	10,700' MD down to a depth of 50,000' TVD		Operating Rights	37.50000%
MF88562	Shut-In	Matagorda Is	487	4 below the base of the MF Sand	SW/4	Leasehold	50.00000%
MF88560	Shut-In	Matagorda Is	487	below the base of the MF Sand	SE/4	Leasehold	50.00000%
MF80522	Shut-In	Matagorda Is	518	below the base of the 15600 Sand	NW/4	Leasehold	50.00000%
MF79413	Shut-In	Matagorda Is	519	below the base of the 16950 Sand	NE/4	Leasehold	50.00000%
G09777	PROD	Mississippi Canyon	108	below 20,000' true vertical depth subsea down to 99,999'	All	Operating Rights	37.59399%
G18192	PROD	Mississippi Canyon	110	6,688' TVDSS to 99,999'	All	Operating Rights	25.00000%
G02968	PROD	Mississippi Canyon	311	11,860' TVDSS to 99,999'	All	Operating Rights	50.00000%
G26176	PROD	Mobile	826	21,730' TVDSS to 99,999'		Operating Rights	37.50000%
333	UNIT	Ship Shoal	30	17,478' TVDSS to 99,999' TVDSS	All	Operating Rights	18.75000%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	6.25000%
G02919	PROD	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	28.12500%
G12941	PROD	Ship Shoal	129	17,446' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15282	PROD	Ship Shoal	151	from the stratigraphic equivalent of 12,612' MD as seen in the Zilkha OCS-G 15282 Well No. 1 (said depth being 100' below the total depth drilled and logged in the Zilkha OCS-G 15282 Well No. 1), down to 99,999' TVDSS	All	Operating Rights	50.00000%
820	PROD	Ship Shoal	169	10,658' TVDSS to 99,999' TVDSS	All	Operating Rights	33.33000%
G05550	UNIT	Ship Shoal	175	surface to 99,999' TVD	S/2SW/4NW/4; NW/4SW/4	Operating Rights	66.66667%
G33646	PROD	Ship Shoal	176	12,274' TVDSS to 99,999' TVDSS	All	Operating Rights	20.00000%
G05551	PROD	Ship Shoal	178	10,031' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G03998	PROD	Ship Shoal	182	11,825' TVDSS to 99,999' TVDSS	W/2	Operating Rights	50.00000%
G04232	PROD	Ship Shoal	189	19,077' TVDSS to 99,999' TVDSS	W/2, SE/4, N/2N/2NE/4 and SW/4NW/4NE/4	Operating Rights	49.47915%
G04232	PROD	Ship Shoal	189	19,000' TVD to 99,999' TVDSS	S/2NE/4, SE/4NW/4NE/4 and S/2NE/4NE/4	Operating Rights	49.47915%
G13917	PROD	Ship Shoal	193	12,901' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15288	PROD	Ship Shoal	194	13,619' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G12355	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	NW/4, W/2W/2NE/4, N/2NE/4SW/4, NW/4SW/4SW/4	Operating Rights	25.00000%
593	PROD	Ship Shoal	198	12,072' TVDSS to 99,999'	E/2NE/4; E/2W/2NE/4; S/2NE/4SW/4; S/2SW/4; SE/4	Operating Rights	25.00000%
594	PROD	Ship Shoal	199	10,440' TVDSS to 99,999' TVDSS	W/2, W/2W/2NE/4, W/2NW/4SE/4, SE/4NW/4SE/4, SW/4SE/4, S/2SE/4SE/4	Operating Rights	25.00000%
G01520	PROD	Ship Shoal	204	12,791' TVDSS to 99,999' TVDSS	All	Operating Rights	27.58165%
G01522	UNIT	Ship Shoal	206	12,355' TVDSS to 99,999' TVDSS	All	Operating Rights	30.00000%
G01523	UNIT	Ship Shoal	207	below 15,000' down to 99,999' TVD	All	Operating Rights	23.95873%
G01524	PROD	Ship Shoal	216	14,088' TVDSS to 99,999' TVDSS	All	Operating Rights	27.77814%
G10780	PROD	Ship Shoal	243	from 15,858' TVDSS to 99,999' TVDSS	E/2	Operating Rights	25.00000%
G10780	PROD	Ship Shoal	243	20,000' TVDSS to 99,999' TVDSS	W/2	Operating Rights	25.00000%
G01038	UNIT	Ship Shoal	271	7,810' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%
G01039	PROD	Ship Shoal	274	8,525' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G26074	PROD	Ship Shoal	314	10,750' TVDSS to 99,999' TVDSS	W/2W/2	Operating Rights	37.50000%
G26074	PROD	Ship Shoal	314	10,950' TVDSS to 99,999' TVDSS	E/2W/2 and E/2	Operating Rights	37.50000%
G15312	PROD	Ship Shoal	354	14,853' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
334	UNIT	Ship Shoal	31	15,320' to 99,999'		Operating Rights	18.75000%
335	UNIT	Ship Shoal	32	11,315' to 99,999'		Operating Rights	18.75000%
G09627	SOP	Ship Shoal	277	10,000' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	50.00000%
G01182	TERMIN	South Marsh Is	11	13,007' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01194	PROD	South Marsh Is	58	13,639' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G17938	PROD	South Marsh Is	105	9,220' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03776	PROD	South Marsh Is	106	9,368' TVDSS to 99,999' TVDSS	S/2	Operating Rights	50.00000%
G02883	PROD	South Marsh Is	127	all depths below 18,000' (TVDSS) down to 99,999' (TVDSS)		Operating Rights	8.67331%
G02587	PROD	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	8.67331%
G02587	PROD	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	33.33334%
G02592	PROD	South Marsh Is	149	7,386' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G04809	PROD	South Marsh Is	161	10,576' TVDSS to 99,999' TVDSS	W/2 and W/2E/2	Operating Rights	50.00000%
G04809	PROD	South Marsh Is	161	from the stratigraphic equivalent of the true vertical depth of 9,782.5' (being the true vertical depth drilled in the OCS-G 4809 #14 Well plus 100 feet) to 99,999' SSTVD	E/2E/2	Operating Rights	100.00000%
G02311	PROD	South Marsh Is	269	11,719' TVDSS to 99,999' TVDSS	All	Operating Rights	36.41794%
G14456	PROD	South Marsh Is	280	14,115' TVDSS to 99,999' TVDSS	W/2, NE/4 and E/2E/2SE/4	Operating Rights	25.00000%
G14456	PROD	South Marsh Is	280	from 100' below the stratigraphic equivalent of that certain zone encountered between the interval of 13,814' and 13,920' TVD on the electric log from the Norcen Explorer, Inc. OCS-G 14456 Well No. 3 to 99,999' TVDSS	W/2SE/4 and W/2E/2SE/4	Operating Rights	50.00000%
G02600	PROD	South Marsh Is	281	16,062' TVDSS to 99,999' TVDSS	All	Operating Rights	34.06318%
G21618	PROD	South Marsh Is	93	13,299' to 99,999'		Operating Rights	6.25000%
792	PROD	South Marsh Is	108	all depths below 14,000' TVD		Operating Rights	16.66667%
G01192	PROD	South Marsh Is	41	15,000' TVD down to a depth of 50,000' TVD	W/2	Operating Rights	25.00000%
G01192	PROD	South Marsh Is	41	11,500' TVD down to a depth of 50,000' TVD	E/2	Operating Rights	50.00000%
786	PROD	South Marsh Is	48	13,000' TVD down to a depth of 50,000' Subsea	All	Operating Rights	50.00000%
G01294	PROD	South Pass	62	18,247' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01614	PROD	South Pass	70	8,480' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.68000%
G07799	TERMIN	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.67000%
G01618	PROD	South Pass	89	16,802' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01901	UNIT	South Pass	64	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea		Operating Rights	37.50000%
G01610	UNIT	South Pass	65	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea	All	Operating Rights	37.50000%
G04234	TERMIN	South Pelto	1	12,460' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02924	TERMIN	South Pelto	9	100' below the stratigraphic equivalent of 17,397' TVD as seen in the Newfield Exploration Company OCS-G 02924 Well No. 10 (API No. 177134025300) to 99,999' TVDSS	NE/4	Operating Rights	50.00000%
G02924	TERMIN	South Pelto	9	16,992' TVDSS to 99,999' TVDSS	S/2; NW/4	Operating Rights	50.00000%
G02925	TERMIN	South Pelto	10	13,261' TVDSS to 99,999' TVDSS		Operating Rights	-
71	RELINQ	South Pelto	11	11,705' TVDSS to 99,999' TVDSS		Operating Rights	-

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G24956	PROD	South Timbalier	49	18,800' TVD to 99,999' TVDSS	All	Operating Rights	50.00000%
G04000	PROD	South Timbalier	53	6,782' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01960	PROD	South Timbalier	148	17,777' TVDSS to 99,999' TVDSS	NE/4, N/2NE/4SE/4, SE/4NE/4SE/4 and NE/4SE/4SE/4	Operating Rights	7.77500%
G05612	PROD	South Timbalier	205	18,640' TVDSS to 99,999' TVDSS	SE/4SW/4	Operating Rights	25.00000%
G16455	PROD	South Timbalier	291	9,669' TVDSS to 99,999' TVDSS	N/2 and SE/4	Operating Rights	50.00000%
G16455	PROD	South Timbalier	291	7,461' TVDSS to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G05646	UNIT	South Timbalier	295	14,293' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G31418	PROD	South Timbalier	311	12,251' TVD to 99,999'	All	Operating Rights	22.50000%
G22762	PROD	South Timbalier	316	12,520' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%
G03328	TERMIN	Vermilion	261	9,241' TVD as identified in the Stone Energy Corporation's OCS-G 3328 Well No A-3 ST to 99,999' TVDSS	S/2S/2NE/4 and N/2NE/4SE/4	Operating Rights	37.50000%
G03328	TERMIN	Vermilion	261	9,304' TVDSS to 99,999' TVDSS	W/2, N/2NE/4, N/2S/2NE/4, W/2SE/4, SE/4SE/4 and S/2NE/4SE/4	Operating Rights	37.50000%
G01955	SOP	Vermilion	265	10,465' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G21096	TERMIN	Vermilion	326	8,447' TVDSS to 99,999' TVDSS	All	Operating Rights	35.15742%
G02274	UNIT	Vermilion	369	below 10,000' down to 99,999'	NW/4, W/2E/2, NE/4NE/4	Operating Rights	11.58535%
G02580	PROD	Vermilion	380	10,245' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	NW/4NE/4NE/4, S/2NE/4NE/4, E/2NW/4NE/4, NW/4SE/4NE/4 and N/2SW/4NE/4	Operating Rights	15.08620%
G02278	UNIT	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	S/2, SW/4NW/4, S/2S/2NE/4, W/2NW/4NE/4, NE/4SE/4NE/4 and NE/4NE/4NE/4	Operating Rights	14.48210%
G04800	PROD	Vermilion	271	6,103' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	6.25000%
G15212	PROD	Vermilion	408	below 9,000' TVD	All	Operating Rights	50.00000%
G10930	UNIT	Viosca Knoll	251	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G10933	UNIT	Viosca Knoll	340	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G07898	TERMIN	Viosca Knoll	693	11,636' TVDSS to 99,999' TVDSS	All	Operating Rights	28.45078%
G13055	TERMIN	Viosca Knoll	694	10,774' TVDSS to 99,999' TVDSS	W/2, NE/4 and N/2SE/4	Operating Rights	26.53745%
G13055	TERMIN	Viosca Knoll	694	11,714' TVDSS to 99,999' TVDSS	S/2SE/4	Operating Rights	26.53745%
G15050	PROD	West Cameron	33	15,055' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02825	PROD	West Cameron	65	all depths below the stratigraphic equivalent of the vertical depth of 13,679' as seen in the OCS-G 02825 Well No. 4, down to a vertical depth of 99,999'	E/2E/2SW/4; W/2W/2SE/4; and E/2SW/4SE/5	Operating Rights	100.00000%
G02825	PROD	West Cameron	65	depths below 100' below the stratigraphic equivalent of the base of the IT Sand as present in The Continental Oil Company's West Cameron Block 66 B-14 Well at a measured depth of 9,580 feet on the ISF-Sonic Log down to 99,999 feet TVDSS	NE/4	Operating Rights	81.25000%
G23735	PROD	West Cameron	72	15,126' TVDSS to 99,999' TVDSS	All	Operating Rights	12.50000%
247	TERMIN	West Cameron	102	14,150' TVD to 99,999' TVDSS	N/2SW/4NW/4, NW/4SE/4NW/4	Operating Rights	100.00000%
81		West Cameron	110	all depths below 15,000' (TVDSS) down to 99,999' (TVDSS)	All	Operating Rights	18.75000%
82	PROD	West Cameron	111	below 15,000' (TVDSS) down to 99,999' (TVDSS)	SE/4	Operating Rights	18.75000%
G04818	TERMIN	West Cameron	290	9,500' TVD to 99,999' TVDSS		Operating Rights	8.33334%
680	PROD	West Cameron	20	13,500' TVD to 50,000' TVD	All	Operating Rights	25.00000%
G02826	PROD	West Cameron	66	13,590' to 99,999'	W1/2; N1/2SE1/4	Operating Rights	37.50000%
G02826	PROD	West Cameron	66	9,216' to 99,999'	S1/2SE1/4	Operating Rights	75.00000%
179		West Delta	67	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	S/2	Operating Rights	18.75000%
180	UNIT	West Delta	68	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	S/2	Operating Rights	18.75000%
181	UNIT	West Delta	69	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
182	UNIT	West Delta	70	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
838	UNIT	West Delta	71	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
G01085	PROD	West Delta	75	17,844' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	N/2 and N/2S/2	Operating Rights	50.00000%
G01089	PROD	West Delta	90	13,199' TVDSS to 99,999' TVDSS	S/2S/2	Operating Rights	40.62500%
839	PROD	West Delta	94	13,159' TVDSS to 99,999' TVDSS		Operating Rights	37.50000%
G01497	PROD	West Delta	95	13,601' TVDSS to 99,999' TVDSS	N/2, N/2N/2SE/4, N/2SE/4 and N/2SW/4SW/4	Operating Rights	37.50000%
G12360	PROD	West Delta	103	13,279' TVDSS to 99,999' TVDSS	NW/4NW/4, NE/4NW/4, N/2N/2SW/4NW/4, N/2NW/4NE/4, N/2S/2NW/4NE/4, N/2N/2NE/4NE/4	Operating Rights	40.62500%
840		West Delta	103	13,279' TVDSS to 99,999' TVDSS	S/2, S/2NE/4, SE/4NW/4, S/2SW/4NW/4, S/2NE/4NE/4, S/2N/2NE/4NE/4, S/2S/2NW/4NE/4 and S/2N/2SW/4NW/4	Operating Rights	50.00000%
841	PROD	West Delta	104	11,970' TVDSS to 99,999' TVDSS	NW4, N2NE4, SW4NE4 and N2SE4NE4	Operating Rights	50.00000%
842	PROD	West Delta	105	12,149' TVDSS to 99,999' TVDSS	N2S2N2	Operating Rights	50.00000%

Asset Name	FWE Acct. Code	Lease Number	API
BRAZOS 491 #004	BA49100400	G06069	427044034300
BRAZOS 491 #005	BA49100500	G06069	427044035700
BRAZOS 491 #A001	BA491A0100	G06069	427044018200
BRAZOS 491 #A002	BA491A0200	G06069	427044018300
BRAZOS 491 #A003	BA491A0300	G06069	427044032900
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600
EAST CAMERON 002 #001AL 16475	SL16475010	16475	177032012000
EAST CAMERON 002 #002AL 16475	SL16475020	16475	177032012200
EAST CAMERON 002 #003 SL16475	SL16475030	16475	177032012300
EAST CAMERON 002 #004AL 16475	SL16475040	16475	177032012400
EAST CAMERON 002 #005AL 16475	SL16475050	16475	177032012500
EAST CAMERON 009 #B009	EC009B0900	G01440	177032004300
EAST CAMERON 014 #012	EC01401200	G01440	177034060600
EAST CAMERON 014 #013	EC01401300	G01440	177034101300
EAST CAMERON 014 #B006	EC014B0600	G01440	177032003700
EAST CAMERON 014 #B007	EC014B0700	G01440	177032004000
EAST CAMERON 014 #B008	EC014B0800	G01440	177032004200
EAST CAMERON 014 #B010 ST1	EC014B1001	G01440	177032004601
EAST CAMERON 014 #B011	EC014B1100	G01440	177034006900
EAST CAMERON 014 #B013	EC014B13	G13572	177034094700
EAST CAMERON 014 #CF001	EC014CF010	G01440	177030032800
EAST CAMERON 014 #CF002	EC014CF020	G13572	177034068600

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 037 #A002	EC037A0200	G25933	177034101700
EAST CAMERON 265 #D001	EC265D0100	G00972	177044105100
EAST CAMERON 265 #D002	EC265D0200	G00972	177044106200
EAST CAMERON 265 #D003	EC265D0300	G00972	177044106300
EAST CAMERON 265 #D004	EC265D0400	G00972	177044106400
EAST CAMERON 265 #D005	EC265D0500	G00972	177044106500
EAST CAMERON 278 #B009	EC278B0900	G00974	177044071700
EAST CAMERON 278 #C001	EC278C0100	G00974	177044058500
EAST CAMERON 278 #C002	EC278C0204	G00974	177044070000
EAST CAMERON 278 #C003	EC278C0300	G00974	177044071800
EAST CAMERON 278 #C004 ST2	EC278C0401	G00974	177044072101
EAST CAMERON 278 #C005	EC278C0500	G00974	177044069700
EAST CAMERON 278 #C006	EC278C0600	G00974	177044071400
EAST CAMERON 278 #C007	EC278C0700	G00974	177044094800
EAST CAMERON 278 #C008	EC278C0800	G00974	177044109800
EAST CAMERON 278 #C009	EC278C0900	G00974	177044109901
EAST CAMERON 338 #A002	EC338A0200	G02063	177044024700
EAST CAMERON 338 #A003	EC338A0300	G02063	177044025000
EAST CAMERON 338 #A011	EC338A1100	G02063	177044028800
EAST CAMERON 338 #A015	EC338A1500	G02063	177044032000
EAST CAMERON 338 #A016	EC338A1601	G02063	177044034601
EAST CAMERON 338 #A022	EC338A2200	G02063	177044025101
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #010 ST1	EI05301001	00479	177094113001
EUGENE IS 053 #012 ST1	EI05301201	00479	177094115301
EUGENE IS 053 #015 BP1	EI05301501	00479	177094127601
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C001	EI053C0101	00479	177094121101
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 119 #030 ST1	EI11903001	00049	177094079801
EUGENE IS 119 #033 ST2	EI11903302	00049	177094117002
EUGENE IS 119 #034	EI11903400	00049	177094118700
EUGENE IS 119 #035 ST1	EI11903501	00049	177094120301
EUGENE IS 119 #037 ST1	EI11903701	00049	177094129001
EUGENE IS 119 #F001D	EI119F01D0	00049	177090026700
EUGENE IS 119 #F002 ST1	EI119F0201	00049	177090026801
EUGENE IS 119 #F003	EI119F0300	00049	177090026900
EUGENE IS 119 #F005 ST1	EI119F0501	00049	177090027101
EUGENE IS 119 #F006	EI119F0600	00049	177090027200
EUGENE IS 119 #F007	EI119F0700	00049	177094137900
EUGENE IS 119 #F008 ST1	EI119F0801	00049	177094138401
EUGENE IS 119 #K001	EI119K0100	00049	177090028900
EUGENE IS 119 #K002	EI119K0200	00049	177090029000
EUGENE IS 119 #K003	EI119K0300	00049	177090029100

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 119 #K004	EI119K0400	00049	177090029200
EUGENE IS 119 #K005	EI119K0500	00049	177090029300
EUGENE IS 119 #K006	EI119K0600	00049	177090029400
EUGENE IS 119 #K007	EI119K0700	00049	177090029500
EUGENE IS 119 #M004	EI119M0400	00049	177090029900
EUGENE IS 119 #M007	EI119M0700	00049	177092009000
EUGENE IS 120 #009 ST1	EI12000901	00050	177094026101
EUGENE IS 120 #011	EI12001100	00050	177094078000
EUGENE IS 120 #012 ST1	EI12001201	00050	177094113901
EUGENE IS 120 #013	EI12001300	00050	177094114100
EUGENE IS 120 #014	EI12001400	00050	177094115200
EUGENE IS 120 #015 ST2	EI12001502	00050	177094116702
EUGENE IS 120 #017	EI12001700	00050	177094121700
EUGENE IS 120 #019 ST2	EI12001902	00050	177094126102
EUGENE IS 120 #020	EI12002000	00050	177094138300
EUGENE IS 120 #I008	EI120I0800	00050	177094137000
EUGENE IS 125 #002B ST2	EI125002B2	00051	177090022902
EUGENE IS 125 #A003 ST1	EI125A0301	00051	177090022601
EUGENE IS 125 #R001	EI125R0100	00051	177094080201
EUGENE IS 125 #R002	EI125R0201	00051	177094141301
EUGENE IS 126 #012	EI12601201	00052	177094131501
EUGENE IS 126 #031 ST2	EI12603102	00052	177094086702
EUGENE IS 126 #A002	EI126A0200	00052	177090022500
EUGENE IS 126 #A004D	EI126A04D0	00052	177090022700
EUGENE IS 126 #A005	EI126A0501	00052	177094092903
EUGENE IS 126 #A006	EI126A0600	00052	177094151000
EUGENE IS 136 #001	EI13600100	G03152	177094115700
EUGENE IS 136 #JA001	EI136JA100	G03152	177094028300
EUGENE IS 136 #JA002	EI136JA200	G03152	177094117501
EUGENE IS 136 #JA003 BP1	EI136JA301	G03152	177094140601
EUGENE IS 136 #JA004	EI136JA400	G03152	177094151101
EUGENE IS 158 #014B	EI158014B0	G01220	177090094300
EUGENE IS 158 #016	EI15801600	G01220	177092000402
EUGENE IS 158 #017A	EI158017A0	G01220	177092000900
EUGENE IS 158 #027 ST1	EI15802701	G01220	177092006501
EUGENE IS 158 #028 ST1BP1	EI15802802	G01220	177092009702
EUGENE IS 158 #029	EI15802900	G01220	177092008200
EUGENE IS 158 #032	EI15803200	G01220	177094111400
EUGENE IS 158 #034	EI15803400	G01220	177094147600
EUGENE IS 158 #B003A	EI158B03A2	G01220	177090066202
EUGENE IS 158 #B004B	EI158B04B0	G01220	177090063700
EUGENE IS 158 #B005E	EI158B05E0	G01220	177090070400
EUGENE IS 158 #B007	EI158B0703	G01220	177090094803
EUGENE IS 158 #B008	EI158B0800	G01220	177092001500
EUGENE IS 158 #B010F	EI158B1100	G01220	177092001800
EUGENE IS 158 #B011 ST2	EI158B1102	G01220	177094104902

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 158 #B012	EI158B1200	G01220	177094105000
EUGENE IS 158 #B013	EI158B1302	G01220	177094143502
EUGENE IS 158 #C001	EI158C0100	G01220	177092014700
EUGENE IS 158 #C002	EI158C0200	G01220	177092015200
EUGENE IS 158 #C003C	EI158C03C0	G01220	177092015300
EUGENE IS 158 #C005A	EI158C05A0	G01220	177094002200
EUGENE IS 158 #C006	EI158C0600	G01220	177094001900
EUGENE IS 158 #C007F	EI158C07F0	G01220	177094004700
EUGENE IS 158 #C008C	EI158C08C0	G01220	177094005100
EUGENE IS 158 #C009	EI158C0900	G01220	177094005700
EUGENE IS 158 #C010B	EI158C10B0	G01220	177094006000
EUGENE IS 158 #C011A	EI158C11A0	G01220	177094006300
EUGENE IS 158 #C012D	EI158C12D0	G01220	177094007100
EUGENE IS 158 #C013D	EI158C13D0	G01220	177094008000
EUGENE IS 158 #C014	EI158C1400	G01220	177094008100
EUGENE IS 158 #JB008	EI158JB801	G01220	177090091401
EUGENE IS 158 #JB009	EI158JB900	G01220	177090090200
EUGENE IS 158 #JB013	EI158JB130	G01220	177090094102
EUGENE IS 158 #JB019	EI158JB190	G01220	177092002101
EUGENE IS 158 #JB022	EI158JB220	G01220	177092003300
EUGENE IS 158 #JB024	EI158JB240	G01220	177092003900
EUGENE IS 158 #JB030 (D04)	EI158JB300	G01220	177094100300
EUGENE IS 158 #JB033	EI158JB330	G01220	177094111100
EUGENE IS 173 #G002	EI173G0200	G13622	177094074701
EUGENE IS 174 #A010	EI174A1000	G03782	177094101100
EUGENE IS 174 #G001 ST1	EI174G0101	G03782	177094065601
EUGENE IS 174 #G003 ST2	EI174G0302	G03782	177094084402
EUGENE IS 174 #G004 ST1	EI174G0402	G03782	177094116502
EUGENE IS 175 #D006 ST1	EI175D0601	00438	177094003301
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #D009 ST1	EI175D0901	00438	177094005401
EUGENE IS 175 #D012 ST	EI175D1201	00438	177094010601
EUGENE IS 175 #D021 ST3	EI175D2103	00438	177092012603
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401
EUGENE IS 175 #F002 ST1	EI175F0201	00438	177094039601
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H001	EI175H0100	00438	177094104700
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #I003	EI175I0300	00438	177094107200
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #I005	EI175I0500	00438	177094109300
EUGENE IS 175 #J001 ST1	EI175J0101	00438	177094122301
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 175 #J003 ST1	EI175J0301	00438	177094123501
EUGENE IS 175 #J004	EI175J0400	00438	177094128300
EUGENE IS 187 #002	EI18700200	G10736	177094151601
EUGENE IS 187 #JC001	EI187JC101	G10736	177094091101
EUGENE IS 187 #JD001	EI187JD201	G10736	177094092801
EUGENE IS 187 #JD002	EI187JD200	G10736	177094131900
EUGENE IS 187 #JE002	EI187JE020	G10736	177094109700
EUGENE IS 188 #JE001	EI188JE100	00443	177094096500
EUGENE IS 189 #020	EI18902000	00423	177094099500
EUGENE IS 189 #B001	EI189B0100	00423	177090062500
EUGENE IS 189 #B003 ST1	EI189B0300	00423	177090062601
EUGENE IS 189 #B014	EI189B1400	00423	177090075200
EUGENE IS 189 #B016B	EI189B16B3	00423	177090075103
EUGENE IS 189 #B020	EI189B2001	00423	177090079001
EUGENE IS 189 #B025	EI189B2501	00423	177090078501
EUGENE IS 189 #B027	EI189B2701	00423	177094059001
EUGENE IS 211 #A003	EI211A0300	G05502	177094071500
EUGENE IS 211 #A005	EI211A0500	G05502	177094083400
EUGENE IS 211 #A006	EI211A0600	G05502	177094083601
EUGENE IS 212 #A001 BP1	EI212A0100	G05503	177094063200
EUGENE IS 212 #A002	EI212A0200	G05503	177094070700
EUGENE IS 212 #A007	EI212A0700	G05503	177094097400
EUGENE IS 224 #A001	EI224A0101	G05504	177094074001
EUGENE IS 224 #A002	EI224A0201	G05504	177094082501
EUGENE IS 224 #A003	EI224A0300	G05504	177094083200
EUGENE IS 224 #A004	EI224A0400	G05504	177094089100
EUGENE IS 224 #A005	EI224A0503	G05504	177094089403
EUGENE IS 224 #A006	EI224A0600	G05504	177094103600
EUGENE IS 224 #A007	EI224A0700	G05504	177094106800
EUGENE IS 224 #A008	EI224A0800	G05504	177094111600
EUGENE IS 224 #A009	EI224A0900	G05504	177094121900
EUGENE IS 224 #A010	EI224A1000	G05504	177094135200
EUGENE IS 224 #C001	EI224C01	G05504	177094112501
EUGENE IS 224 #G002 (ORRI)	EI224G02	G05504	177094150801
EUGENE IS 224 #SS006 (ORRI)	EI224SS06	G05504	177094149000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 315 #A001 ST1	EI315A0101	G02112	177104099001
EUGENE IS 315 #A003	EI315A0300	G02112	177104099500
EUGENE IS 315 #A005	EI315A0500	G02112	177104099800
EUGENE IS 315 #A006	EI315A0600	G02112	177104101700



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 315 #A007 ST1	EI315A0701	G02112	177104103001
EUGENE IS 315 #A010	EI315A1000	G02112	177104103700
EUGENE IS 315 #A012	EI315A1200	G02112	177104104000
EUGENE IS 315 #A016	EI315A1600	G02112	177104127000
EUGENE IS 315 #A017	EI315A1700	G02112	177104152000
EUGENE IS 315 #C001 (TANA)	EI315C0100	G24912	177104160800
EUGENE IS 315 #C002 (TANA)	EI315C0200	G24912	177104162300
EUGENE IS 316 #A001	EI316A0101	G05040	177104100701
EUGENE IS 316 #A002 ST1	EI316A0200	G05040	177104106400
EUGENE IS 316 #A003 ST3	EI316A0302	G05040	177104111302
EUGENE IS 316 #A005 ST5	EI316A0505	G05040	177104112905
EUGENE IS 316 #A007	EI316A0700	G05040	177104117000
EUGENE IS 316 #A008	EI316A0800	G05040	177104117300
EUGENE IS 316 #A010	EI316A1000	G05040	177104118300
EUGENE IS 316 #A011	EI316A1100	G05040	177104137500
EUGENE IS 316 #A012	EI316A1200	G05040	177104138400
EUGENE IS 316 #A013 ST1 (S01)	EI316A13S1	G05040	177104107601
EUGENE IS 329 #A002	EI329A0200	G02912	177104099101
EUGENE IS 329 #A004	EI329A0400	G02912	177104099400
EUGENE IS 329 #A008	EI329A0800	G02912	177104103500
EUGENE IS 329 #A011	EI329A1100	G02912	177104103800
EUGENE IS 329 #A014	EI329A1400	G02912	177104106800
EUGENE IS 329 #A015	EI329A1500	G02912	177104108001
EUGENE IS 329 #A018	EI329A1800	G02912	177104151700
EUGENE IS 330 #B001	EI330B0101	G02115	177104004301
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001
EUGENE IS 330 #B004 ST1	EI330B0401	G02115	177104008701
EUGENE IS 330 #B005 ST2	EI330B0502	G02115	177104009502
EUGENE IS 330 #B006 ST3	EI330B0603	G02115	177104010503
EUGENE IS 330 #B007 ST1	EI330B0701	G02115	177104011601
EUGENE IS 330 #B008 ST1 LF	EI330B0801	G02115	177104013001
EUGENE IS 330 #B009 ST1	EI330B0901	G02115	177104016301
EUGENE IS 330 #B010 ST1	EI330B1001	G02115	177104017101
EUGENE IS 330 #B011	EI330B1100	G02115	177104025200
EUGENE IS 330 #B012 ST1	EI330B1201	G02115	177104021001
EUGENE IS 330 #B014 ST1	EI330B1401	G02115	177104027401
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 330 #B016 ST1	EI330B1601	G02115	177104030201
EUGENE IS 330 #B018	EI330B1800	G02115	177104031200
EUGENE IS 330 #D001	EI330D0100	G02115	177104105600
EUGENE IS 330 #D002	EI330D0200	G02115	177104116900
EUGENE IS 330 #D003 ST2	EI330D0302	G02115	177104117802
EUGENE IS 330 #D004	EI330D0400	G02115	177104118400
EUGENE IS 330 #D005 ST1	EI330D0502	G02115	177104118702
EUGENE IS 330 #D006 ST	EI330D0602	G02115	177104119102
EUGENE IS 330 #D008 ST1	EI330D0801	G02115	177104119602

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 330 #D009 ST1	EI330D0901	G02115	177104138201
EUGENE IS 330 #D011	EI330D1100	G02115	177104138700
EUGENE IS 330 #D012 ST1	EI330D1201	G02115	177104138801
EUGENE IS 330 #D013	EI330D1301	G02115	177104164301
EUGENE IS 330 #D014	EI330D1401	G02115	177104164401
EUGENE IS 330 #D015	EI330D1500	G02115	177104164500
EUGENE IS 330 #D016	EI330D1602	G02115	177104164702
EUGENE IS 330 #D017	EI330D1700	G02115	177104164800
EUGENE IS 330 #D018	EI330D1801	G02115	177104165101
EUGENE IS 330 #D019	EI330D1900	G02115	177104165200
EUGENE IS 330 #D020	EI330D2000	G02115	177104165300
EUGENE IS 333 #B012	EI333B1200	G02317	177104145204
EUGENE IS 334 #B013 ST1	EI334B1301	G15263	177104152201
EUGENE IS 334 #D001 BP1	EI334D0100	G15263	177104159300
EUGENE IS 334 #D003 BP1	EI334D0301	G15263	177104161401
EUGENE IS 337 #A001 ST2	EI337A0102	G03332	177104054002
EUGENE IS 337 #A003 ST1	EI337A0301	G03332	177104101101
EUGENE IS 337 #A005 ST1	EI337A0501	G03332	177104102201
EUGENE IS 337 #A007	EI337A0700	G03332	177104104600
EUGENE IS 337 #A008 ST2	EI337A0802	G03332	177104104902
EUGENE IS 337 #A010	EI337A1000	G03332	177104161000
EUGENE IS 337 #A011	EI337A1103	G03332	177104163803
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C010	EI342C1000	G02319	177104121500
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EUGENE IS 345 #A004	EI345A0401	G21647	177104159201
EUGENE IS 346 #004	EI34600400	G14482	177104150500
EUGENE IS 346 #005	EI34600500	G14482	177104151900
EUGENE IS 346 #A001	EI346A0100	G14482	177104149101
EUGENE IS 346 #A002 ST3	EI346A0203	G14482	177104149603
EUGENE IS 346 #A003	EI346A0300	G14482	177104155100
EUGENE IS 346 #B001 (ORRI)	EI346B0100	G14482	177104161700

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 346 #B003 (ORRI)	EI346B0300	G14482	177104162800
EUGENE IS 353 #D017 ST2	EI353D1702	G03783	177104143402
EUGENE IS 353(354) #D3 ST	EI353D0300	G03783	177104138501
EUGENE IS 354 #A006	EI354A0602	G10752	177104104302
EUGENE IS 354 #D001	EI354D0101	G10752	177104142101
EUGENE IS 354 #D002	EI354D0200	G10752	177104138100
EUGENE IS 354 #D004	EI354D0400	G10752	177104142900
EUGENE IS 354 #D005	EI354D0500	G10752	177104142800
EUGENE IS 354 #D006	EI354D0600	G10752	177104143500
EUGENE IS 354 #D008	EI354D0800	G10752	177104144000
EUGENE IS 354 #D009 ST4	EI354D0904	G10752	177104145604
EUGENE IS 354 #D010	EI354D1000	G10752	177104144700
EUGENE IS 354 #D011	EI354D1100	G10752	177104144900
EUGENE IS 354 #D012	EI354D1200	G10752	177104146400
EUGENE IS 354 #D014 ST1	EI354D1401	G02324	177104147201
EUGENE IS 354 #D015	EI354D1500	G10752	177104147700
EUGENE IS 354 #D016 ST1	EI354D1601	G10752	177104147901
EUGENE IS 361 #A001	EI361A0100	G02324	177104095200
EUGENE IS 361 #A002	EI361A0200	G02324	177104095600
EUGENE IS 361 #A006	EI361A0600	G02324	1771040979
EUGENE IS 361 #A007	EI361A0700	G02324	177104098500
EUGENE IS 361 #A008	EI361A0800	G02324	1771040992
EUGENE IS 361 #A010	EI361A1000	G02324	1771041012
EUGENE IS 361 #A011	EI361A1102	G02324	177104103402
EUGENE IS 361 #A013	EI361A1300	G02324	177104104400
EUGENE IS 361 #A014	EI361A1400	G02324	177104104700
EUGENE IS 361 #A015	EI361A1500	G02324	177104105300
EUGENE IS 361 #A016	EI361A1600	G02324	1771041057
EUGENE IS 361 #A017	EI361A1700	G02324	177104105800
EUGENE IS 361 #A018	EI361A1800	G02324	177104106600
EUGENE IS 361 #A019	EI361A1900	G02324	177104107500
EUGENE IS 361 #A020	EI361A2000	G02324	1771041079
EUGENE IS 361 #A021	EI361A2101	G02324	177104108101
EUGENE IS 361 #A022	EI361A2200	G02324	177104144600
EUGENE IS 361 #A023	EI361A2300	G02324	1771041454
EUGENE IS 361 #A024	EI361A2400	G02324	177104157900
EUGENE IS 361 #C003	EI361C0300	G02324	177104112401
EUGENE IS 361 #C012	EI361C1202	G02324	177104118002
EUGENE IS 361 #C015	EI361C1500	G02324	177104119500
EUGENE IS 361 #C016	EI361C1600	G02324	177104119800
EUGENE IS 361 #D001	EI361D0102	G02324	177104111102
EUGENE IS 361 #D004	EI361D0400	G02324	1771041135
EUGENE IS 361 #D010	EI361D1000	G02324	1771041171
EUGENE IS 361 #D014	EI361D1400	G02324	1771041193
EUGENE IS 361 #D015	EI361D1501	G02324	177104134601
EUGENE IS 361 #D017	EI361D1701	G02324	177104152401

Asset Name	FWE Acct. Code	Lease Number	API
EWING BANK 782 #A011 ST1 EW826	EW782A1101	G31470	608105002901
EWING BANK 782 #A022 (EW826)	EW782A2200	G31470	608104014400
EWING BANK 782 #A026	EW782A2600	G31470	608104015003
EWING BANK 826 #A001	EW826A0100	G05800	608105000100
EWING BANK 826 #A002 ST2	EW826A0202	G05800	608105000202
EWING BANK 826 #A003 ST2	EW826A0302	G05800	608105000402
EWING BANK 826 #A004	EW826A0400	G05800	608105000500
EWING BANK 826 #A005 ST3	EW826A0503	G05800	608105001303
EWING BANK 826 #A006	EW826A0600	G05800	608105001200
EWING BANK 826 #A007	EW826A0700	G05800	608105002000
EWING BANK 826 #A008	EW826A0800	G05800	608105001400
EWING BANK 826 #A009	EW826A0900	G05800	608105002800
EWING BANK 826 #A010	EW826A1000	G05800	608105001700
EWING BANK 826 #A013	EW826A1300	G05800	608105003000
EWING BANK 826 #A015	EW826A1501	G05800	608105003501
EWING BANK 826 #A016	EW826A1600	G05800	608105002100
EWING BANK 826 #A017	EW826A1700	G05800	608104013600
EWING BANK 826 #A018	EW826A1800	G05800	608104013700
EWING BANK 826 #A019 BP1	EW826A1901	G05800	608104013801
EWING BANK 826 #A020	EW826A2000	G05800	608104014000
EWING BANK 826 #A021 BP3	EW826A2103	G05800	608104014103
EWING BANK 826 #A024 ST1	EW826A2401	G05800	608104014801
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 180 #A002	GA180A0200	G03228	427084005600
GALVESTON 180 #A004 ST1	GA180A0401	G03228	427084005801
GALVESTON 180 #A007B	GA180A7B0	G03228	427084005900
GALVESTON 180 #A017	GA180A1700	G03228	427084007600
GALVESTON 192 #A014C	GA192A14C1	G03229	427084006701
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 039 #Q001 ST3	GI039Q0103	00127	177174037903
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #G013	GI040G1300	00128	177174098600
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047O02D1	00133	177174096600
GRAND ISLE 047 #O003	GI047O0300	00133	177174096700
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 052 #L008 ST	GI052L0801	00177	177174019501
GRAND ISLE 052 #L010	GI052L1001	00177	177174043901
GRAND ISLE 052 #L012	GI052L1200	00177	177174044604
GRAND ISLE 076 #A001	GI076A0100	G02161	177174004600
GRAND ISLE 076 #A002	GI076A0200	G02161	177174004700
GRAND ISLE 076 #A003	GI076A0300	G02161	177174004900
GRAND ISLE 076 #A005	GI076A0500	G02161	177174005200
GRAND ISLE 076 #A006	GI076A0601	G02161	177174005001
GRAND ISLE 076 #A008	GI076A0800	G02161	177174005400
GRAND ISLE 076 #A009	GI076A0900	G02161	177174005500
GRAND ISLE 076 #A010	GI076A1001	G02161	177174005301
GRAND ISLE 076 #A011	GI076A1100	G02161	177174005600
GRAND ISLE 076 #A013	GI076A1300	G02161	177174005800
GRAND ISLE 076 #A014	GI076A1400	G02161	177174006100
GRAND ISLE 076 #A015	GI076A1500	G02161	177174005900
GRAND ISLE 076 #A018	GI076A1800	G02161	177174006500
GRAND ISLE 076 #A022	GI076A2201	G02161	177174006601
GRAND ISLE 076 #A023 ST1	GI076A2301	G02161	177174044101
GRAND ISLE 076 #A024 ST1BP1	GI076A2401	G02161	177174095502
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402



Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
HIGH ISLAND 110 #A001	HI110A0100	G02353	427084001700
HIGH ISLAND 110 #A002	HI110A0200	G02353	427084002300
HIGH ISLAND 110 #A004	HI110A0400	G02353	427084003300
HIGH ISLAND 110 #A005	HI110A0500	G02353	427084003500
HIGH ISLAND 110 #A006	HI110A0600	G02353	427084003700
HIGH ISLAND 110 #A008	HI110A0800	G02353	427084004900
HIGH ISLAND 110 #A009	HI110A0900	G02353	427084039400
HIGH ISLAND 110 #B002	HI110B0200	G02353	427084004300
HIGH ISLAND 110 #B004	HI110B0400	G02353	427084006100
HIGH ISLAND 110 #B009	HI110B0900	G02353	427084035000
HIGH ISLAND 110 #B010	HI110B1000	G02353	427084039600
HIGH ISLAND 111 #003	HI11100300	G02354	427084046200
HIGH ISLAND 111 #A003	HI111A0300	G02354	427084002600
HIGH ISLAND 111 #A010	HI111A1000	G02354	427084040101
HIGH ISLAND 116 #A001	HI116A0100	G06156	427084016400
HIGH ISLAND 116 #A002D	HI116A02D0	G06156	427084017600
HIGH ISLAND 116 #A003	HI116A0300	G06156	427084018300
HIGH ISLAND 129 #005	HI129005	G01848	427104000700
HIGH ISLAND 129 #006	HI12900600	G01848	427104000800
HIGH ISLAND 129 #013	HI12901300	G01848	427104009600
HIGH ISLAND 129 #017	HI12901702	G01848	427104015302
HIGH ISLAND 129 #018 (HELIS)	HI12901800	G01848	427104015400
HIGH ISLAND 176 #002	HI17600200	G06164	427084030200
HIGH ISLAND 176 #003	HI17603	G06164	427084031300
HIGH ISLAND 179 #A001	HI179A0100	G03236	427084005500
HIGH ISLAND 179 #A003	HI179A0300	G03236	427084005700
HIGH ISLAND 179 #A006 ST2	HI179A0602	G03236	427084006002
HIGH ISLAND 179 #A008B	HI179A08B0	G03236	427084006200
HIGH ISLAND 179 #A009	HI179A0900	G03236	427084006300
HIGH ISLAND 179 #A010	HI179A1000	G03236	427084006400
HIGH ISLAND 179 #A016	HI179A1600	G03236	427084007300
HIGH ISLAND 179 #A018E	HI179A18E0	G03236	427084008000
HIGH ISLAND 179 #A019	HI179A1900	G03236	427084007800
HIGH ISLAND 193 #A015	HI193A1500	G03237	427084006801
HIGH ISLAND 206 #B001 ST1	HI206B0101	G20660	427084056501
HIGH ISLAND 206 #B002 ST1	HI206B0201	G20660	427084059201
HIGH ISLAND 206 #B003 ST1	HI206B0301	G20660	427084063501
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700



Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-442 #A001 (ORRI)	HIA442A010	G11383	427094096101
HIGH ISLAND A-442 #A003 (ORRI)	HIA442A03	G11383	427094098101
HIGH ISLAND A-442 #A004 (ORRI)	HIA442A040	G11383	427094099000
HIGH ISLAND A-442 #B001 (ORRI)	HIA442B01	G11383	427094108900
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-475 #A018	HIA475A18	G02367	427094033100
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B005 ST	HIA489B050	G02372	427094024601
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-545 #JA001	HIA545JA01	G17199	427094104000
HIGH ISLAND A-545 #JA002	HIA545JA02	G17199	427094112401
HIGH ISLAND A-545 #JA003	HIA545JA03	G17199	427094113700
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800

Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700
HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
MAIN PASS 091 #A001	MP091A0100	G14576	177254060600
MAIN PASS 091 #A002	MP091A0200	G14576	177254062200
MAIN PASS 091 #A003	MP091A0300	G14576	177254065000
MAIN PASS 140 #A001	MP140A0100	G02193	177254006400
MAIN PASS 140 #A002	MP140A0200	G02193	177254007700
MAIN PASS 140 #A003	MP140A0300	G02193	177254007800
MAIN PASS 140 #A004	MP140A0400	G02193	177254008200
MAIN PASS 140 #A005 ST1	MP140A0501	G02193	177254008301
MAIN PASS 140 #A008 ST2	MP140A0802	G02193	177254009202
MAIN PASS 140 #A009	MP140A0900	G02193	177254009400
MAIN PASS 140 #A010 ST2	MP140A1002	G02193	177254009502
MAIN PASS 140 #A011	MP140A1100	G02193	177254010000
MAIN PASS 140 #A012 ST2	MP140A1202	G02193	177254010102
MAIN PASS 140 #A013 ST1	MP140A1301	G02193	177254010401
MAIN PASS 140 #A014	MP140A1400	G02193	177254010500
MAIN PASS 140 #A015	MP140A1500	G02193	177254010600
MAIN PASS 140 #A016 ST3	MP140A1603	G02193	177254008603
MAIN PASS 140 #A017	MP140A1700	G02193	177254011000
MAIN PASS 140 #A018 ST3	MP140A1803	G02193	177254008803
MAIN PASS 140 #A020	MP140A2000	G02193	177254065700
MAIN PASS 140 #A021	MP140A2100	G02193	177254065500
MAIN PASS 140 #B001	MP140B0100	G02193	177254006600
MAIN PASS 140 #B003 ST1	MP140B0301	G02193	177254008001
MAIN PASS 140 #B004 ST3	MP140B0403	G02193	177254008103
MAIN PASS 140 #B007 ST1	MP140B0701	G02193	177254009001
MAIN PASS 140 #B008 ST2	MP140B0802	G02193	177254009102
MAIN PASS 140 #B011 ST1	MP140B1101	G02193	177254009801
MAIN PASS 140 #B012 ST2	MP140B1202	G02193	177254008902
MAIN PASS 140 #B013	MP140B1300	G02193	177254010200
MAIN PASS 140 #B014 ST	MP140B1401	G02193	177254010301
MAIN PASS 140 #B015 ST2	MP140B1502	G02193	177254010702
MAIN PASS 140 #B017	MP140B1701	G02193	177254010901
MAIN PASS 140 #B018	MP140B1800	G02193	177254062600
MAIN PASS 140 #B019	MP140B1900	G02193	177254063000
MAIN PASS 140 #B020	MP140B2000	G02193	177254063100
MAIN PASS 140 #B021 ST	MP140B2101	G02193	177254073301
MAIN PASS 140 #B022	MP140B2200	G02193	177254077300
MAIN PASS 140 #B023	MP140B2300	G02193	177254077500
MAIN PASS 152 #A015	MP152A1500	G01966	177232005300
MAIN PASS 152 #A020B	MP152A20B0	G01966	177232006200
MAIN PASS 152 #B004A	MP152B04A0	G01966	177254000900



Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 152 #B012	MP152B1200	G01966	177254002700
MAIN PASS 152 #B015	MP152B1500	G01966	177254002300
MAIN PASS 152 #B020 ST	MP152B2002	G01966	177254002802
MAIN PASS 152 #B022A	MP152B22A0	G01966	177254003500
MAIN PASS 152 #B030	MP152B3000	G01966	177254004500
MAIN PASS 152 #B031A	MP152B31A0	G01966	177254004700
MAIN PASS 152 #C002	MP152C0200	G01966	177254040800
MAIN PASS 152 #C005	MP152C0500	G01966	177254042000
MAIN PASS 152 #C006	MP152C0600	G01966	177254042100
MAIN PASS 152 #C008	MP152C0800	G01966	177254042500
MAIN PASS 152 #C011	MP152C1100	G01966	177254043200
MAIN PASS 152 #C031	MP152C3100	G01966	177254048100
MAIN PASS 152 #C032	MP152C3200	G01966	177254049000
MAIN PASS 153 #A017B	MP153A17B0	G01967	177232005400
MAIN PASS 153 #B001	MP153B0100	G01967	177252010300
MAIN PASS 153 #B003A	MP153B03A0	G01967	177254000302
MAIN PASS 153 #B010 ST2	MP153B1002	G01967	177254001803
MAIN PASS 153 #B017	MP153B1700	G01967	177254002500
MAIN PASS 153 #B018	MP153B1800	G01967	177254002900
MAIN PASS 153 #B025	MP153B2500	G01967	177254004000
MAIN PASS 153 #B027	MP153B2700	G01967	177254004200
MAIN PASS 153 #C009	MP153C0900	G01967	177254042701
MAIN PASS 153 #C012	MP153C1200	G01967	177254043300
MAIN PASS 153 #C013 ST	MP153C1301	G01967	177254043501
MAIN PASS 153 #C014	MP153C1400	G01967	177254043902
MAIN PASS 153 #C017	MP153C1700	G01967	177254044200
MAIN PASS 153 #C018	MP153C1800	G01967	177254044300
MAIN PASS 153 #C020	MP153C2000	G01967	177254045400
MAIN PASS 153 #C021	MP153C2100	G01967	177254045500
MAIN PASS 153 #C024	MP153C2400	G01967	177254046100
MAIN PASS 153 #C026	MP153C2600	G01967	177254046900
MAIN PASS 153 #C027	MP153C2700	G01967	177254047400
MAIN PASS 153 #C028	MP153C2800	G01967	177254048400
MAIN PASS 153 #C029	MP153C2901	G01967	177254047501
MAIN PASS 153 #C030	MP153C3002	G01967	177254047802
MAIN PASS 259 #001	MP25900101	G07827	177244048801
MAIN PASS 259 #002	MP25900200	G07827	177244050000
MAIN PASS 259 #003	MP25900300	G07827	608164015800
MAIN PASS 259 #004	MP25900400	G07827	177244050500
MAIN PASS 259 #005	MP25900500	G07827	608164016400
MAIN PASS 259 #A001	MP259A0100	G07827	177244069700
MAIN PASS 259 #A002	MP259A0200	G07827	177244070200
MAIN PASS 259 #A003	MP259A0300	G07827	177244070800
MAIN PASS 259 #A004	MP259A0400	G07827	177244071000
MAIN PASS 259 #A005	MP259A0500	G07827	177244071300
MAIN PASS 259 #A006	MP259A0600	G07827	177244071600

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800
MAIN PASS 259 #A008 ST1	MP259A0801	G07827	177244072401
MAIN PASS 259 #A010 ST1	MP259A1001	G07827	177244074601
MAIN PASS 259 #A011 ST1	MP259A1101	G07827	177244074901
MAIN PASS 259 #A012 ST1	MP259A1201	G07828	177244076801
MAIN PASS 275 #A001 ST1	MP275A0101	G15395	177244085701
MAIN PASS 275 #A002 ST1	MP275A0201	G15395	177244086101
MAIN PASS 275 #A003	MP275A0300	G15395	177244093300
MAIN PASS 289 #013	MP28901300	G01666	177244004700
MAIN PASS 289 #B001	MP289B0100	G01666	177240007800
MAIN PASS 289 #B005	MP289B0501	G01666	177240011701
MAIN PASS 289 #B014A	MP289B1400	G01666	177242000100
MAIN PASS 289 #B015	MP289B1500	G01666	177240014800
MAIN PASS 289 #B016 WIW	MP289B1600	G01666	177242003100
MAIN PASS 289 #B018 WIW	MP289B1800	G01666	177242003200
MAIN PASS 289 #C001	MP289C0100	G01666	177244048100
MAIN PASS 289 #C002	MP289C0200	G01666	177244047600
MAIN PASS 289 #C003A	MP289C0300	G01666	177244047800
MAIN PASS 289 #C004A	MP289C0402	G01666	177244047902
MAIN PASS 289 #C005	MP289C0500	G01666	177244048000
MAIN PASS 289 #C007	MP289C0700	G01666	177244048400
MAIN PASS 289 #C008	MP289C0800	G01666	177244048500
MAIN PASS 289 #C009	MP289C0901	G01666	177244048301
MAIN PASS 289 #C010	MP289C1000	G01666	177244048200
MAIN PASS 289 #C011	MP289C1100	G01666	177244048700
MAIN PASS 289 #C012	MP289C1203	G01666	177244049203
MAIN PASS 289 #C013 WSW	MP289C1300	G01666	177244052400
MAIN PASS 289 #C014	MP289C1400	G01666	177244049900
MAIN PASS 289 #C015	MP289C1500	G01666	177244048900
MAIN PASS 289 #C017	MP289C1700	G01666	177244053900
MAIN PASS 289 #C019	MP289C1900	G01666	177244049400
MAIN PASS 289 #C020	MP289C2000	G01666	177244050100
MAIN PASS 289 #C021	MP289C2100	G01666	177244049100
MAIN PASS 289 #C022 WIW	MP289C2200	G01666	177244049300
MAIN PASS 289 #C023	MP289C2301	G01666	177244053801
MAIN PASS 289 #C024	MP289C2401	G01666	177244051901
MAIN PASS 289 #C025 WIW	MP289C2500	G01666	177244051400
MAIN PASS 289 #C026	MP289C2600	G01666	177244052700
MAIN PASS 289 #C027	MP289C2700	G01666	177244053100
MAIN PASS 289 #C028	MP289C2801	G01666	177244051501
MAIN PASS 289 #C029D	MP289C29D1	G01666	177244051801
MAIN PASS 289 #C030	MP289C3000	G01666	177244053300
MAIN PASS 289 #C031	MP289C3100	G01666	177244090200
MAIN PASS 289 #C032	MP289C3200	G01666	177244090300
MAIN PASS 290 #C006	MP290C0600	G01667	177244050400
MAIN PASS 290 #C016	MP290C1600	G01667	177244051000



Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 290 #C018 ST2	MP290C1802	G01667	177244051302
MAIN PASS 295 #001	MP29500100	G32263	177244097001
MAIN PASS 295 #003	MP29500300	G32263	177244097500
MAIN PASS 296 #B001	MP296B0100	G01673	177244022300
MAIN PASS 296 #B003	MP296B0300	G01673	177244022700
MAIN PASS 296 #B004	MP296B0400	G01673	177244022900
MAIN PASS 296 #B008	MP296B0800	G01673	177244023600
MAIN PASS 296 #B013 ST	MP296B1301	G01673	177244024501
MAIN PASS 296 #B014 ST1	MP296B1401	G01673	177244024401
MAIN PASS 296 #B018	MP296B1800	G01673	177244025300
MAIN PASS 296 #B019 ST2	MP296B1902	G01673	177244027302
MAIN PASS 296 #C001	MP296C0100	G01673	177244016100
MAIN PASS 296 #C002	MP296C0200	G01673	177244021100
MAIN PASS 296 #C004 ST3	MP296C0403	G01673	177244021403
MAIN PASS 296 #C005	MP296C0500	G01673	177244021700
MAIN PASS 296 #C006	MP296C0603	G01673	177244021503
MAIN PASS 296 #C007A	MP296C07A0	G01673	177244021600
MAIN PASS 296 #C013	MP296C1301	G01673	177244022401
MAIN PASS 296 #C014	MP296C1402	G01673	177244030702
MAIN PASS 296 #C015	MP296C1500	G01673	177244031300
MAIN PASS 296 #C018 ST	MP296C1801	G01673	177244089101
MAIN PASS 296 #C019	MP296C1900	G01673	177244089400
MAIN PASS 300 #B002	MP300B0200	G01317	177244067200
MAIN PASS 301 #A002	MP301A0200	G04486	177244034600
MAIN PASS 301 #A003	MP301A0300	G04486	177244035101
MAIN PASS 301 #A004	MP301A0400	G04486	177244039501
MAIN PASS 301 #B001	MP301B0100	G04486	177244063000
MAIN PASS 302 #B004	MP302B0400	G32264	177244018801
MAIN PASS 302 #B019	MP302B1900	G32264	177244097401
MAIN PASS 303 #A005D (MP310)	MP303A05D1	G04253	177244030600
MAIN PASS 303 #A017	MP303A1700	G04253	177244094700
MAIN PASS 303 #B005	MP303B0500	G04253	177244023000
MAIN PASS 303 #B007	MP303B0700	G04253	177244023400
MAIN PASS 303 #B009	MP303B0900	G04253	177244023800
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800
MAIN PASS 304 #A007	MP304A0700	G03339	177244030800
MAIN PASS 304 #A009	MP304A0900	G03339	177244030500
MAIN PASS 304 #B012	MP304B1200	G03339	177244024300
MAIN PASS 308 #A001	MP308A0100	G32265	177244095600
MAIN PASS 308 #A002	MP308A0200	G32265	177244095700
MAIN PASS 308 #A003	MP308A0300	G32265	177244096500
MAIN PASS 308 #A004 ST	MP308A0401	G32265	177244096201
MAIN PASS 308 #A006	MP308A0600	G32265	177244095900
MAIN PASS 308 #A007	MP308A0700	G32265	177244096700
MAIN PASS 308 #A008	MP308A0801	G32265	177244096601
MAIN PASS 309 #A005	MP309A0500	G08760	177244096301

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 309 #A009	MP309A0900	G08760	177244096900
MAIN PASS 309 #JA001	MP309JA010	G08760	177244063500
MAIN PASS 309 #JA002	MP309JA200	G08760	177244064600
MAIN PASS 309 #JA006	MP309JA600	G08760	177244065100
MAIN PASS 309 #JA007	MP309JA700	G08760	177244065000
MAIN PASS 309 #JA008	MP309JA800	G08760	177244065200
MAIN PASS 309 #JA010	MP309JA100	G08760	177244072700
MAIN PASS 309 #JA05A	MP309JA5A0	G08760	177244064800
MAIN PASS 310 #A001	MP310A0100	G04126	177244028700
MAIN PASS 310 #A002 ST2	MP310A0202	G04126	177244029502
MAIN PASS 310 #A003	MP310A0301	G04126	177244029401
MAIN PASS 310 #A004	MP310A0400	G04126	177244030000
MAIN PASS 310 #A006	MP310A0603	G04126	177244030103
MAIN PASS 310 #A008A	MP310A0800	G04126	177244029700
MAIN PASS 310 #A010	MP310A1000	G04126	177244029800
MAIN PASS 310 #A011 ST	MP310A1102	G04126	177244041702
MAIN PASS 310 #A012	MP310A1200	G04126	177244041900
MAIN PASS 310 #A013	MP310A1300	G04126	177244042400
MAIN PASS 310 #A014	MP310A1401	G04126	177244042601
MAIN PASS 310 #A015	MP310A1500	G04126	177244042500
MAIN PASS 310 #A016 ST	MP310A1601	G04126	177244043301
MAIN PASS 310 #JA009	MP310JA902	G04126	177244065602
MAIN PASS 311 #A001	MP311A0100	G02213	177244013600
MAIN PASS 311 #A002	MP311A0200	G02213	177244013900
MAIN PASS 311 #A003	MP311A0300	G02213	177244014100
MAIN PASS 311 #A005	MP311A0500	G02213	177244014500
MAIN PASS 311 #A006	MP311A0600	G02213	177244014800
MAIN PASS 311 #A007	MP311A0700	G02213	177244014900
MAIN PASS 311 #A008	MP311A0800	G02213	177244015200
MAIN PASS 311 #A009	MP311A0900	G02213	177244015300
MAIN PASS 311 #A010	MP311A1000	G02213	177244015500
MAIN PASS 311 #A011A	MP311A1100	G02213	177244016400
MAIN PASS 311 #A012	MP311A1200	G02213	177244016300
MAIN PASS 311 #A013	MP311A1301	G02213	177244017202
MAIN PASS 311 #A014	MP311A1400	G02213	177244017800
MAIN PASS 311 #A015	MP311A1500	G02213	177244017600
MAIN PASS 311 #A016	MP311A1600	G02213	177244018000
MAIN PASS 311 #A017	MP311A1700	G02213	177244017900
MAIN PASS 311 #A020 ST	MP311A2001	G02213	177244089301
MAIN PASS 311 #A024	MP311A2400	G02213	177244096400
MAIN PASS 311 #B001	MP311B0100	G02213	177244015900
MAIN PASS 311 #B002D	MP311B02D0	G02213	177244018300
MAIN PASS 311 #B006	MP311B0600	G02213	177244019200
MAIN PASS 311 #B007	MP311B0700	G02213	177244019300
MAIN PASS 311 #B008	MP311B0801	G02213	177244019001
MAIN PASS 311 #B009	MP311B0900	G02213	177244019400

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 311 #B010	MP311B1000	G02213	177244019500
MAIN PASS 311 #B012	MP311B1200	G02213	177244020001
MAIN PASS 311 #B013D	MP311B13D0	G02213	177244035600
MAIN PASS 311 #B014	MP311B1401	G02213	177244036201
MAIN PASS 311 #B015	MP311B1500	G02213	177244036700
MAIN PASS 311 #B017	MP311B1700	G02213	177244036400
MAIN PASS 311 #B018 ST	MP311B1801	G02213	177244089201
MAIN PASS 312 #A021	MP312A2100	G16520	177244093200
MAIN PASS 312 #A022	MP312A2200	G16520	177244093400
MAIN PASS 314 #A023 (MP311A)	MP314A2300	G33693	177244096100
MAIN PASS 315 #JA003 ST	MP315JA302	G08467	177244064502
MAIN PASS 315 #JA004	MP315JA400	G08467	177244064700
MAIN PASS 315 #SS002	MP31500200	G08467	177244095500
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700
MATAGORDA IS 622 #C001	MI622C01	G05000	427034013800
MATAGORDA IS 622 #C002 ST1	MI622C0201	G05000	427034018901
MATAGORDA IS 622 #C008	MI622C0800	G05000	427034052700
MATAGORDA IS 622 #D001	MI622D0100	G05000	427034048400
MATAGORDA IS 622 #D003	MI622D0300	G05000	427034053000
MATAGORDA IS 622 #D004	MI622D0400	G05000	427034054700
MATAGORDA IS 622 #G002	MI622G0200	G05000	427034053700
MATAGORDA IS 623 #B001	MI623B0100	G03088	427034010600
MATAGORDA IS 623 #B003 ST1	MI623B0301	G03088	427034014401
MATAGORDA IS 623 #B006	MI623B0600	G03088	427034018400
MATAGORDA IS 623 #B008	MI623B0800	G03088	427034051300
MATAGORDA IS 623 #C007	MI623C0700	G03088	427034052400
MATAGORDA IS 623 #F002	MI623F0200	G03088	427034051100
MATAGORDA IS 623 #F003	MI623F0300	G03088	427034053800
MATAGORDA IS 623 #H001 (#6)	MI623H0100	G03088	427034058100
MATAGORDA IS 623 #H002 (#7)	MI623H0200	G03088	427034058200
MATAGORDA IS 623(622) #C004	MI623C0400	G05000	427034021400
MATAGORDA IS 635 #F001	MI635F0100	G06043	427034048800
MISSISSIPPI CANYON 065 #B004	MC065B0400	G21742	608174106300
MISSISSIPPI CANYON 065 #B015	MC065B1500	G21742	608174111500
MISSISSIPPI CANYON 108 #A027	MC108A2703	G09777	608174045703
MISSISSIPPI CANYON 108 #A032	MC108A3203	G09777	608174088503
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
MISSISSIPPI CANYON 311 #A001ST	MC311A0102	G02968	608174006502
MISSISSIPPI CANYON 311 #A005	MC311A0500	G02968	608174011700
MISSISSIPPI CANYON 311 #A006ST	MC311A0601	G02968	608174010901

Asset Name	FWE Acct. Code	Lease Number	API
MISSISSIPPI CANYON 311 #A011ST	MC311A1101	G02968	608174014201
MISSISSIPPI CANYON 311 #A012	MC311A1200	G02968	608174015000
MISSISSIPPI CANYON 311 #A013	MC311A1300	G02968	608174015600
MISSISSIPPI CANYON 311 #A014	MC311A1400	G02968	608174016200
MISSISSIPPI CANYON 311 #A015ST	MC311A1501	G02968	608174017801
MISSISSIPPI CANYON 311 #A016	MC311A1600	G02968	608174016300
MISSISSIPPI CANYON 311 #A020ST	MC311A2001	G02968	608174033901
MISSISSIPPI CANYON 311 #A022ST	MC311A2201	G02968	608174034801
MISSISSIPPI CANYON 311 #A024ST	MC311A2401	G02968	608174035301
MOBILE 826 #001	MO826D0100	G26176	608154014900
NORTH PADRE IS 969 #A001	PN969A0100	G05953	427134003400
NORTH PADRE IS 969 #A004	PN969A0400	G05953	427134005600
NORTH PADRE IS 969 #A006	PN969A0600	G05953	427134005700
NORTH PADRE IS 969 #A007	PN969A0700	G05953	427134005800
NORTH PADRE IS 969 #JA002	PN969JA020	G05953	427014003000
NORTH PADRE IS 976 #A002	PN976A0200	G05954	427134005000
NORTH PADRE IS 976 #A003	PN976A03	G05954	427134005101
NORTH PADRE IS 976 #A005	PN976A0500	G05954	427134005500
NORTH PADRE IS 976 #A008	PN976A0800	G05954	427134005900
NORTH PADRE IS 976 #A009	PN976A0900	G05954	427134006000
SHIP SHOAL 030 #011	SS03001100	00333	177114093000
SHIP SHOAL 030 #013	SS03001300	00333	177114109400
SHIP SHOAL 030 #014D	SS030014D0	00333	177114111900
SHIP SHOAL 030 #A001	SS030A0100	00333	177114113000
SHIP SHOAL 032 #024	SS03202401	00335	177114131701
SHIP SHOAL 033 #005	SS03300500	00336	177114030900
SHIP SHOAL 068 #002 ST1	SS06800201	G02917	177114096701
SHIP SHOAL 068 #003	SS06800301	G02925	177114101301
SHIP SHOAL 068 #004	SS06800402	G02917	177114101802
SHIP SHOAL 068 #005 ST1	SS06800501	G02917	177114101401
SHIP SHOAL 068 #009	SS06800900	G02917	177114126000
SHIP SHOAL 068 #010	SS06801000	G02917	177114135200
SHIP SHOAL 068 #G001 (ORR)	SS068G0100	G02917	177114119400
SHIP SHOAL 068 #G002	SS068G0200	G02917	177114121200
SHIP SHOAL 091 #A001	SS091A0100	G02919	177114044300
SHIP SHOAL 091 #A003	SS091A0300	G02919	177114056800
SHIP SHOAL 091 #A004 ST1	SS091A0401	G02919	177114062501
SHIP SHOAL 091 #A005 ST1	SS091A0501	G02919	177114058201
SHIP SHOAL 091 #A006 ST2	SS091A0602	G02919	177114059202
SHIP SHOAL 091 #B001 ST1	SS091B0101	G02919	177114066401
SHIP SHOAL 091 #B002 ST1	SS091B0201	G02919	177114065701
SHIP SHOAL 091 #B003	SS091B0300	G02919	177114068400
SHIP SHOAL 091 #B004 ST1	SS091B0401	G02919	177114072101
SHIP SHOAL 091 #B005	SS091B0500	G02919	177114110800
SHIP SHOAL 105 #007	SS10500700	G09614	177114130800
SHIP SHOAL 105 #A001 ST1	SS105A0101	G09614	177114124501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 105 #B004	SS105B0400	G09614	177114122400
SHIP SHOAL 105 #B006	SS105B0600	G09614	177114130201
SHIP SHOAL 126 #B001	SS126B0100	G12940	177114121000
SHIP SHOAL 126 #B002	SS126B0200	G12940	177114134203
SHIP SHOAL 126 #B003 ST1	SS126B0301	G12940	177114135401
SHIP SHOAL 129 #A002 ST1	SS129A0201	G12941	177114117201
SHIP SHOAL 129 #A003	SS129A0300	G12941	177114120100
SHIP SHOAL 129 #B001 ST1	SS129B0101	G12941	177114135301
SHIP SHOAL 129 #B002 ST1	SS129B0201	G12941	177114145501
SHIP SHOAL 129 #L001	SS129L0100	G12941	177114150000
SHIP SHOAL 129 #L002	SS129L0200	G12941	177114150300
SHIP SHOAL 145 #E001	SS145E01	G34831	177114140501
SHIP SHOAL 151 #A001 (ORRI)	SS151A0100	G15282	177114125702
SHIP SHOAL 151 #A002 (ORRI)	SS151A0200	G15282	177114154300
SHIP SHOAL 159 #001	SS15900100	G11984	177114143701
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101
SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 175 #A004	SS175A0400	G05550	177094078900
SHIP SHOAL 176 #001	SS17600100	G33646	177114155400
SHIP SHOAL 178 #A001	SS178A0100	G05551	177114076800
SHIP SHOAL 178 #A002A	SS178A0200	G05551	177114080800
SHIP SHOAL 178 #A003	SS178A0302	G05551	177114081902
SHIP SHOAL 178 #A004	SS178A0400	G05551	177114082900
SHIP SHOAL 178 #A005	SS178A0500	G05551	177114082300
SHIP SHOAL 178 #A006	SS178A0600	G05551	177114113900
SHIP SHOAL 182 #A001	SS182A0100	G03998	177114059400
SHIP SHOAL 182 #A002 ST1	SS182A0201	G03998	177114060601
SHIP SHOAL 182 #A003	SS182A0300	G03998	177114063100
SHIP SHOAL 182 #A004	SS182A0400	G03998	177114065500
SHIP SHOAL 182 #B001	SS182B0101	G03998	177114066001
SHIP SHOAL 182 #B002	SS182B0201	G03998	177114074501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 182 #B003 ST2	SS182B0402	G03998	177114090502
SHIP SHOAL 182 #B004	SS182B0400	G03998	177114090800
SHIP SHOAL 182 #B005	SS182B0500	G03998	177114113600
SHIP SHOAL 182 #B006	SS182B0600	G03998	177114130500
SHIP SHOAL 182 #C001D ST1	SS182C01D0	G03998	177114087501
SHIP SHOAL 182 #C002	SS182C0200	G03998	177114088500
SHIP SHOAL 182 #C003	SS182C0300	G03998	177114087800
SHIP SHOAL 182 #C004	SS182C0400	G03998	177114132000
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A002	SS189A0201	G04232	177114085301
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G05204	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G05203	177114088900
SHIP SHOAL 189 #B001 (ORRI)	SS189B0100	G04232	177114151001
SHIP SHOAL 189 #B002 (ORRI)	SS189B0200	G04232	177114152300
SHIP SHOAL 189 #C001	SS189C0101	G04232	177114153901
SHIP SHOAL 189 #D001	SS189D0100	G04232	177114154402
SHIP SHOAL 190 #B001 ST2	SS190B0103	G10775	177114114803
SHIP SHOAL 190 #B002	SS190B0200	G10775	177114134700
SHIP SHOAL 193 #A001 ST1	SS193A0101	G13917	177114112301
SHIP SHOAL 193 #A002 ST1	SS193A0201	G13917	177114112601
SHIP SHOAL 193 #A003	SS193A0300	G13917	177114115300
SHIP SHOAL 193 #A004 ST1	SS193A0401	G13917	177114116001
SHIP SHOAL 193 #A005 ST1	SS193A0501	G13917	177114117301
SHIP SHOAL 193 #A006 ST5	SS193A0605	G13917	177114123005
SHIP SHOAL 193 #A007 ST1	SS193A0701	G13917	177114139501
SHIP SHOAL 193 #M001	SS193M0100	G13917	177114148500
SHIP SHOAL 194 #A001	SS194A0100	G15288	177114121300
SHIP SHOAL 194 #A002 ST1	SS194A0201	G15288	177114121701
SHIP SHOAL 198 #J011	SS198J1100	00593	177114147800
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803



Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 243 #A001 (ORRI)	SS243A0100	G10780	177124051700
SHIP SHOAL 243 #A004 (ORRI)	SS243A0400	G10780	177124059402
SHIP SHOAL 243 #A006 (ORRI)	SS243A0600	G10780	177124064901
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 259 #001	SS25900100	G05044	177124028500
SHIP SHOAL 259 #JA001 ST2	SS259JA102	G05044	177124035002
SHIP SHOAL 259 #JA002	SS259JA201	G05044	177124035301
SHIP SHOAL 259 #JA003 ST2	SS259JA302	G05044	177124035402
SHIP SHOAL 259 #JA004	SS259JA400	G05044	177124035600
SHIP SHOAL 259 #JA005 ST1	SS259JA501	G05044	177124035801
SHIP SHOAL 259 #JA006	SS259JA600	G05044	177124035900
SHIP SHOAL 259 #JA007	SS259JA700	G05044	177124064200
SHIP SHOAL 259 #JA008 ST2	SS259JA802	G05044	177124064402
SHIP SHOAL 259 #JA009	SS259JA900	G05044	177124064500
SHIP SHOAL 259 #JA010 ST1	SS259JA101	G05044	177124065501
SHIP SHOAL 274 #A001	SS274A0100	G01039	177120001500
SHIP SHOAL 274 #A002	SS274A0200	G01039	177120001600
SHIP SHOAL 274 #A003	SS274A0300	G01039	177120001700
SHIP SHOAL 274 #A004	SS274A0400	G01039	177120001800
SHIP SHOAL 274 #A006	SS274A0601	G01039	177120002001
SHIP SHOAL 274 #A008	SS274A0800	G01039	177120002200
SHIP SHOAL 274 #A010	SS274A1001	G01039	177120002401
SHIP SHOAL 274 #A012	SS274A1201	G01039	177120002601
SHIP SHOAL 274 #A013	SS274A1300	G01039	177120002700
SHIP SHOAL 274 #A014	SS274A1403	G01039	177120001903
SHIP SHOAL 274 #A016	SS274A1602	G01039	177120010202
SHIP SHOAL 274 #C001	SS274C0100	G01039	177124038900
SHIP SHOAL 274 #C002	SS274C0200	G01039	177124038800
SHIP SHOAL 274 #C003	SS274C0300	G01039	177124039000
SHIP SHOAL 274 #C004	SS274C0400	G01039	177124039100
SHIP SHOAL 274 #C005 WIW	SS274C0500	G01039	177124039200
SHIP SHOAL 274 #C006 WSW	SS274C0600	G01039	177124039300
SHIP SHOAL 274 #C007	SS274C0700	G01039	177124039900
SHIP SHOAL 274 #C008	SS274C0800	G01039	177124040300
SHIP SHOAL 274 #C009	SS274C0900	G01039	177124040200
SHIP SHOAL 274 #C010 WIW	SS274C1000	G01039	177124040000
SHIP SHOAL 274 #C011	SS274C1100	G01039	177124040100
SHIP SHOAL 274 #C012	SS274C1200	G01039	177124040700
SHIP SHOAL 274 #C013	SS274C1300	G01039	177124040800
SHIP SHOAL 274 #C014	SS274C1400	G01039	177124040900
SHIP SHOAL 274 #C015	SS274C1500	G01039	177124041400
SHIP SHOAL 274 #C016	SS274C1600	G01039	177124041300
SHIP SHOAL 274 #C017	SS274C1701	G01039	177124041501

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 274 #C018	SS274C1800	G01039	177124041800
SHIP SHOAL 274 #C019 WSW	SS274C1900	G01039	177124042000
SHIP SHOAL 274 #C020	SS274C2000	G01039	177124041900
SHIP SHOAL 274 #C021	SS274C2100	G01039	177124042600
SHIP SHOAL 274 #C022	SS274C2201	G01039	177124056102
SHIP SHOAL 274 #C023	SS274C2300	G01039	177124059600
SHIP SHOAL 274 #C024	SS274C2400	G01039	177124060100
SHIP SHOAL 276 #A6	-	G10785	177124042500
SHIP SHOAL 276 #A7	-	G10785	177124043000
SHIP SHOAL 314 #A002	SS314A0200	G26074	177124047202
SHIP SHOAL 314 #A004 (ORRI)	SS314A0400	G26074	177124047502
SHIP SHOAL 354 #A001 ST2	SS354A0102	G15312	177124055202
SHIP SHOAL 354 #A002 ST2	SS354A0202	G15312	177124056002
SHIP SHOAL 354 #A003 ST1	SS354A0301	G15312	177124057901
SHIP SHOAL 354 #A004 ST1	SS354A0401	G15312	177124057701
SHIP SHOAL 354 #A005	SS354A0500	G15312	177124065600
SHIP SHOAL 354 #A006	SS354A0600	G15312	177124066000
SHIP SHOAL 354 #A007 ST1	SS354A0701	G15312	177124066101
SHIP SHOAL 354 #A008	SS354A0800	G15312	177124066200
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 010 #004	SM01000400	G01181	177074089700
SOUTH MARSH IS 010 #A002	SM010A0200	G01181	177070050200
SOUTH MARSH IS 010 #A003	SM010A0300	G01181	177074043200
SOUTH MARSH IS 010 #A004	SM010A0400	G01181	177070050600
SOUTH MARSH IS 010 #A007	SM010A0700	G01181	177070051300
SOUTH MARSH IS 010 #A008	SM010A0800	G01181	177070052100
SOUTH MARSH IS 010 #A009E	SM010A09E0	G01181	177072000000
SOUTH MARSH IS 010 #A011	SM010A1100	G01181	177072000500
SOUTH MARSH IS 010 #A012	SM010A1200	G01181	177072001100
SOUTH MARSH IS 010 #A013 ST1	SM010A1301	G01181	177072000401
SOUTH MARSH IS 010 #A017	SM010A1700	G01181	177074032300
SOUTH MARSH IS 010 #A019	SM010A1901	G01181	177074046301
SOUTH MARSH IS 010 #A021	SM010A2100	G01181	177074075200
SOUTH MARSH IS 011 #034	SM01103400	G01182	177072004300
SOUTH MARSH IS 011 #058 BP2	SM01105802	G01182	177074090702
SOUTH MARSH IS 018 #A001 ST1	SM018A0101	G08680	177074057701
SOUTH MARSH IS 018 #A002	SM018A0200	G08680	177074064900
SOUTH MARSH IS 018 #A003	SM018A0300	G08680	177074070300
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E005	SM048E005	00786	177072004800
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C010 ST2	SM066C1002	G01198	177072002502
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 076 #F001 BP2	SM076F0102	G01208	177084095402
SOUTH MARSH IS 076 #F002	SM076F0200	G01208	177084095500
SOUTH MARSH IS 105 #A001	SM105A0100	G17938	177084089700
SOUTH MARSH IS 105 #A002 ST1	SM105A0201	G17938	177084089901
SOUTH MARSH IS 106 #A001N	SM106A01N0	G03776	177084038200
SOUTH MARSH IS 106 #A002 ST	SM106A02N1	G03776	177084038701
SOUTH MARSH IS 106 #A003N	SM106A03N0	G03776	177084039100
SOUTH MARSH IS 106 #A004	SM106A04N0	G03776	177084040600
SOUTH MARSH IS 106 #A005 ST2	SM106A05N2	G03776	177084047202
SOUTH MARSH IS 106 #A006 ST1	SM106A06N1	G03776	177084048401
SOUTH MARSH IS 106 #A007	SM106A07N0	G03776	177084048600
SOUTH MARSH IS 106 #A008	SM106A08N0	G03776	177084049100
SOUTH MARSH IS 106 #A009 ST1	SM106A09N1	G03776	177084049801
SOUTH MARSH IS 106 #A010	SM106A10N0	G03776	177084051300
SOUTH MARSH IS 106 #A011 ST2	SM106A11N2	G03776	177084052302
SOUTH MARSH IS 106 #A013	SM106A13N0	G03776	177084081200
SOUTH MARSH IS 106 #A014	SM106A14N0	G03776	177084082000
SOUTH MARSH IS 106 #A015	SM106A15N0	G03776	177084082600
SOUTH MARSH IS 106 #A016	SM106A16N0	G03776	177084082700
SOUTH MARSH IS 106 #A017	SM106A17N0	G03776	177084082800
SOUTH MARSH IS 106 #A020	SM106A20S0	G02279	177084082200
SOUTH MARSH IS 106#A012ST2	SM106A12S2	G02279	177084053602
SOUTH MARSH IS 108 #A018	SM108A1800	00792	177084094500
SOUTH MARSH IS 127 #B011	SM127B1100	G02883	177084015800
SOUTH MARSH IS 127 #B017	SM127B17S1	G02883	177084025801
SOUTH MARSH IS 127 #B022 ST1	SM127B2201	G02883	177084078501
SOUTH MARSH IS 128 #A002	SM128A0200	G02587	177084014300
SOUTH MARSH IS 128 #A003	SM128A0300	G02587	177084013400
SOUTH MARSH IS 128 #A004C ST1	SM128A04C1	G02587	177084014601
SOUTH MARSH IS 128 #A005	SM128A0500	G02587	177084015000
SOUTH MARSH IS 128 #A006 ST1	SM128A0601	G02587	177084016101
SOUTH MARSH IS 128 #A007	SM128A0700	G02587	177084015500

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #A009	SM128A0900	G02587	177084019100
SOUTH MARSH IS 128 #A010	SM128A1002	G02587	177084019302
SOUTH MARSH IS 128 #A011 ST3	SM128A1103	G02587	177084017103
SOUTH MARSH IS 128 #A012	SM128A1200	G02587	177084023600
SOUTH MARSH IS 128 #A013 ST2	SM128A1302	G02587	177084024002
SOUTH MARSH IS 128 #A014	SM128A1400	G02587	177084026100
SOUTH MARSH IS 128 #A015 ST2	SM128A1502	G02587	177084012902
SOUTH MARSH IS 128 #A016 ST1	SM128A1601	G02587	177084033301
SOUTH MARSH IS 128 #A017 ST1	SM128A1702	G02587	177084028202
SOUTH MARSH IS 128 #A018	SM128A1800	G02587	177084030300
SOUTH MARSH IS 128 #A019	SM128A1900	G02587	177084035100
SOUTH MARSH IS 128 #A021	SM128A2100	G02587	177084035200
SOUTH MARSH IS 128 #A022 ST2	SM128A2202	G02587	177084034402
SOUTH MARSH IS 128 #A023 ST1	SM128A2301	G02587	177084037601
SOUTH MARSH IS 128 #A024	SM128A2400	G02587	177084039700
SOUTH MARSH IS 128 #A025	SM128A2500	G02587	177084040000
SOUTH MARSH IS 128 #A026	SM128A2600	G02587	177084039900
SOUTH MARSH IS 128 #B001A	SM128B01D0	G02587	177084011000
SOUTH MARSH IS 128 #B002 ST1	SM128B0201	G02587	177084014401
SOUTH MARSH IS 128 #B003 ST1	SM128B0301	G02587	177084011601
SOUTH MARSH IS 128 #B005D	SM128B05D0	G02587	177084012700
SOUTH MARSH IS 128 #B006 ST2	SM128B0602	G02587	177084012202
SOUTH MARSH IS 128 #B007 ST2	SM128B0702	G02587	177084014502
SOUTH MARSH IS 128 #B008A	SM128B08A0	G02587	177084014700
SOUTH MARSH IS 128 #B009	SM128B0900	G02587	177084014900
SOUTH MARSH IS 128 #B010	SM128B1000	G02587	177084015600
SOUTH MARSH IS 128 #B012 ST1	SM128B1201	G02587	177084016401
SOUTH MARSH IS 128 #B013	SM128B1300	G02587	177084023500
SOUTH MARSH IS 128 #B015	SM128B1500	G02587	177084024700
SOUTH MARSH IS 128 #B016	SM128B1600	G02587	177084025300
SOUTH MARSH IS 128 #B018	SM128B1800	G02587	177084029200
SOUTH MARSH IS 128 #B019	SM128B1900	G02587	177084030600
SOUTH MARSH IS 128 #B020	SM128B2000	G02587	177084063300
SOUTH MARSH IS 128 #B021	SM128B2100	G02587	177084078200
SOUTH MARSH IS 128 #B024	SM128B2400	G02587	177084088600
SOUTH MARSH IS 128 #C001	SM128C0100	G02587	177084028600
SOUTH MARSH IS 128 #C002	SM128C0200	G02587	177084027300
SOUTH MARSH IS 128 #C003	SM128C0300	G02587	177084029600
SOUTH MARSH IS 128 #C004A	SM128C04A0	G02587	177084030000
SOUTH MARSH IS 128 #C005A	SM128C05A0	G02587	177084030700
SOUTH MARSH IS 128 #C006A	SM128C06A0	G02587	177084031300
SOUTH MARSH IS 128 #C007	SM128C0700	G02587	177084031700
SOUTH MARSH IS 128 #C008	SM128C0800	G02587	177084032000
SOUTH MARSH IS 128 #C009	SM128C0900	G02587	177084034900
SOUTH MARSH IS 128 #C010D	SM128C10D0	G02587	177084035000
SOUTH MARSH IS 128 #C011	SM128C1100	G02587	177084036400

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #C012A	SM128C12A0	G02587	177084037300
SOUTH MARSH IS 128 #C013	SM128C1300	G02587	177084037700
SOUTH MARSH IS 128 #C014	SM128C1400	G02587	177084038900
SOUTH MARSH IS 128 #C015A	SM128C15A0	G02587	177084039300
SOUTH MARSH IS 128 #C016	SM128C1600	G02587	177084062000
SOUTH MARSH IS 128 #C017A	SM128C17A0	G02587	177084062600
SOUTH MARSH IS 128 #C018D	SM128C18D0	G02587	177084062900
SOUTH MARSH IS 128 #C019	SM128C1900	G02587	177084088000
SOUTH MARSH IS 128 #C020	SM128C2000	G02587	177084088100
SOUTH MARSH IS 128 #C021	SM128C2101	G02587	177084088201
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 141 #B014C	SM141B14C1	G02885	177084025701
SOUTH MARSH IS 141 #B023A	SM141B23A0	G02885	177084079100
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D002	SM150D0200	G16325	177084095700
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 161 #A014 ORRI	SM161A1400	G04809	177084061401



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 161 #A015 ORRI	SM161A1500	G04809	177084090501
SOUTH MARSH IS 236 #139 (ORRI)	SM23613900	00310	177074053802
SOUTH MARSH IS 236 #144 ORRI	SM23614400	00310	177074058600
SOUTH MARSH IS 236 #160 (ORRI)	SM23616000	00310	177074058700
SOUTH MARSH IS 236 #A001 ORRI	SM236A0100	00310	177074037700
SOUTH MARSH IS 236 #A003 ORRI	SM236A0300	00310	177074040800
SOUTH MARSH IS 236 #A005 ORRI	SM236A0500	00310	177074041100
SOUTH MARSH IS 236 #A009 ORRI	SM236A0900	00310	177074044000
SOUTH MARSH IS 240 #0200	SM24020000	00310	177074078800
SOUTH MARSH IS 240 #153	SM240153	00310	177074061100
SOUTH MARSH IS 240 #156	SM24015600	00310	177074061800
SOUTH MARSH IS 240 #191	SM24019101	00310	177074073600
SOUTH MARSH IS 240 #196	SM24019600	00310	177074075800
SOUTH MARSH IS 240 #E001	SM240E0100	00310	177074060900
SOUTH MARSH IS 240 #E002	SM240E0200	00310	177074065600
SOUTH MARSH IS 241 #302	SM241302	00310	177074042001
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C015	SM281C1500	G02600	177074028300
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH MARSH IS 48 # E 6	SM048E06	00786	177074066702
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D034 ST1	SP061D3401	G01609	177234009001
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D038	SP061D38	G01609	177234009702

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602
SOUTH PASS 062 #C001	SP062C0101	G01294	177230007901
SOUTH PASS 062 #C004	SP062C0401	G01294	177232000101
SOUTH PASS 062 #C005	SP062C0500	G01294	177230008600
SOUTH PASS 062 #C006	SP062C0601	G01294	177232000301
SOUTH PASS 062 #C007 ST3	SP062C0703	G01294	177234000803
SOUTH PASS 062 #C009	SP062C0900	G01294	177232000800
SOUTH PASS 062 #C011 ST1	SP062C1101	G01294	177232001501
SOUTH PASS 062 #C013B	SP062C13B0	G01294	177232002100
SOUTH PASS 062 #C016	SP062C1600	G01294	177232003000
SOUTH PASS 062 #C017	SP062C1702	G01294	177232003102
SOUTH PASS 062 #C018	SP062C1800	G01294	177232003200
SOUTH PASS 062 #C021	SP062C2105	G01294	177230008005
SOUTH PASS 062 #D001	SP062D0100	G01294	177234012300
SOUTH PASS 062 #D002	SP062D0200	G01294	177234011900
SOUTH PASS 062 #D003	SP062D0300	G01294	177234012000
SOUTH PASS 062 #D004	SP062D0401	G01294	177234012901
SOUTH PASS 062 #D005	SP062D0500	G01294	177234012100
SOUTH PASS 062 #D007	SP062D0700	G01294	177234012200
SOUTH PASS 062 #D008	SP062D0800	G01294	177234012500
SOUTH PASS 062 #D009	SP062D0900	G01294	177234013000
SOUTH PASS 062 #D010 ST1	SP062D1001	G01294	177234012801
SOUTH PASS 062 #D012	SP062D1200	G01294	177234013200
SOUTH PASS 062 #D014	SP062D1400	G01294	177234014100
SOUTH PASS 062 #D019	SP062D1900	G01294	177234012400
SOUTH PASS 062 #D020 ST1	SP062D2001	G01294	177234014001
SOUTH PASS 062 #D021	SP062D2100	G01294	177234013700
SOUTH PASS 062 #D022	SP062D2201	G01294	177234013801
SOUTH PASS 062 #D023	SP062D2300	G01294	177234014300
SOUTH PASS 062 #D027	SP062D2700	G01294	177234014500
SOUTH PASS 062 #D028	SP062D2800	G01294	177234014601
SOUTH PASS 062 #D029	SP062D2900	G01294	177234014900
SOUTH PASS 062 #D030	SP062D3000	G01294	177234014700
SOUTH PASS 062 #D031	SP062D3100	G01294	177234014800
SOUTH PASS 062 #D032	SP062D3201	G01294	177234015001
SOUTH PASS 062 #D033	SP062D3300	G01294	177234016300
SOUTH PASS 062 #D034A	SP062D34A0	G01294	177234016600
SOUTH PASS 062 #D035	SP062D3500	G01294	177234016900
SOUTH PASS 062 #D036	SP062D3600	G01294	177234016400
SOUTH PASS 064 #A003A	SP064A0300	G01901	177232001700
SOUTH PASS 064 #A013 ST1	SP064A1300	G01901	177232004800
SOUTH PASS 064 #B014 ST	SP064B1401	G01901	177254002601
SOUTH PASS 064 #B021	SP064B2100	G01901	177254003300
SOUTH PASS 064 #B023	SP064B2300	G01901	177254003600

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 064 #B034	SP064B3400	G01901	177254005100
SOUTH PASS 064 #C001	SP064C0100	G01901	177254039900
SOUTH PASS 065 #A001	SP065A0101	G01610	177232001001
SOUTH PASS 065 #A009	SP065A0900	G01610	177232004400
SOUTH PASS 065 #A012	SP065A1200	G01610	177232004700
SOUTH PASS 065 #A016A	SP065A1600	G01610	177232005100
SOUTH PASS 065 #A018	SP065A1800	G01610	177232005600
SOUTH PASS 065 #A024	SP065A2400	G01610	177232006700
SOUTH PASS 065 #A027	SP065A2700	G01610	177232007100
SOUTH PASS 065 #A028	SP065A2800	G01610	177232007200
SOUTH PASS 065 #A029	SP065A2900	G01610	177232007400
SOUTH PASS 065 #A030 ST	SP065A3001	G01610	177232007501
SOUTH PASS 065 #A034	SP065A3400	G01610	177232007900
SOUTH PASS 065 #A036 ST	SP065A3602	G01610	177232007802
SOUTH PASS 065 #B011	SP065B1100	G01610	177254001900
SOUTH PASS 065 #B019	SP065B1900	G01610	177254003000
SOUTH PASS 065 #B033 ST2	SP065B3302	G01610	177254005002
SOUTH PASS 065 #C003	SP065C0300	G01610	177254040900
SOUTH PASS 065 #C010	SP065C1000	G01610	177254042800
SOUTH PASS 065 #C022	SP065C2200	G01610	177254045800
SOUTH PASS 065 #C023	SP065C2300	G01610	177254046700
SOUTH PASS 070 #C001	SP070C0100	G01614	177234001200
SOUTH PASS 070 #C002	SP070C0200	G01614	177234001400
SOUTH PASS 070 #C003	SP070C0300	G01614	177234001500
SOUTH PASS 070 #C004	SP070C0400	G01614	177234001600
SOUTH PASS 070 #C006	SP070C0600	G01614	177234001800
SOUTH PASS 070 #C009	SP070C0900	G01614	177234002000
SOUTH PASS 070 #C010	SP070C1000	G01614	177234002200
SOUTH PASS 070 #C011	SP070C1100	G01614	177234002300
SOUTH PASS 070 #C014	SP070C1400	G01614	177234002500
SOUTH PASS 070 #C015	SP070C1500	G01614	177234002600
SOUTH PASS 070 #C017	SP070C1700	G01614	177234002800
SOUTH PASS 070 #C018	SP070C1800	G01614	177234002900
SOUTH PASS 070 #C019	SP070C1900	G01614	177234003000
SOUTH PASS 070 #C021	SP070C2100	G01614	177234003200
SOUTH PASS 070 #C022	SP070C2200	G01614	177234003300
SOUTH PASS 070 #C024	SP070C2400	G01614	177234003500
SOUTH PASS 070 #C025	SP070C2500	G01614	177234003700
SOUTH PASS 070 #C026	SP070C2600	G01614	177234003800
SOUTH PASS 070 #C028	SP070C2800	G01614	177234004000
SOUTH PASS 070 #C029 ST2	SP070C2902	G01614	177234004402
SOUTH PASS 070 #C031	SP070C3100	G01614	177234004500
SOUTH PASS 070 #C032	SP070C3200	G01614	177234004600
SOUTH PASS 070 #C034	SP070C3400	G01614	177234004700
SOUTH PASS 070 #C038	SP070C3800	G01614	177234005100
SOUTH PASS 070 #C039 ST1	SP070C3901	G01614	177234004901

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 070 #C041	SP070C4100	G01614	177234005400
SOUTH PASS 070 #C042	SP070C4200	G01614	177234005500
SOUTH PASS 070 #C045	SP070C4500	G01614	177234005700
SOUTH PASS 070 #C046 ST3	SP070C4603	G01614	177234005003
SOUTH PASS 070 #C047	SP070C4700	G01614	177234005800
SOUTH PASS 070 #C048	SP070C4800	G01614	177234005900
SOUTH PASS 070 #D001	SP070D0100	G01614	177234006000
SOUTH PASS 070 #D002	SP070D0200	G01614	177234006100
SOUTH PASS 070 #D003	SP070D0300	G01614	177234006200
SOUTH PASS 070 #D005	SP070D0500	G01614	177234006400
SOUTH PASS 070 #D006 ST1	SP070D0600	G01614	177234006501
SOUTH PASS 070 #D007	SP070D0700	G01614	177234006600
SOUTH PASS 070 #D008	SP070D0800	G01614	177234006700
SOUTH PASS 070 #D012	SP070D1200	G01614	177234007100
SOUTH PASS 070 #D013	SP070D130	G01614	177234007200
SOUTH PASS 070 #D014	SP070D1400	G01614	177234007300
SOUTH PASS 070 #D015 ST1	SP070D1501	G01614	177234007401
SOUTH PASS 070 #D016	SP070D1600	G01614	177234007500
SOUTH PASS 070 #D018	SP070D1800	G01614	177234007600
SOUTH PASS 070 #D020	SP070D2000	G01614	177234007800
SOUTH PASS 070 #D021	SP070D2100	G01614	177234007900
SOUTH PASS 070 #D027	SP070D2700	G01614	177234008500
SOUTH PASS 070 #D028	SP070D2800	G01614	177234008600
SOUTH PASS 070 #D030	SP070D3000	G01614	177234008800
SOUTH PASS 070 #D037	SP070D3700	G01614	177234009300
SOUTH PASS 070 #D042 ST1	SP070D4201	G01614	177234009901
SOUTH PASS 070 #D044 ST1	SP070D4401	G01614	177234016201
SOUTH PASS 087 #006	SP08700602	G07799	177224023102
SOUTH PASS 087 #D002 ST	SP087D0201	G07799	177224021001
SOUTH PASS 087 #D003	SP087D0202	G07799	177224021202
SOUTH PASS 087 #D008	SP087D0800	G07799	177224020803
SOUTH PASS 087 #D009	SP087D0900	G07799	177224022600
SOUTH PASS 087 #D011	SP087D1101	G07799	177224022801
SOUTH PASS 087 #D07A	SP087D0700	G07799	177224020900
SOUTH PASS 088 #D005 ST	SP088D0501	G10894	177224021901
SOUTH PASS 088 #D006	SP088D0601	G10894	177224022201
SOUTH PASS 088 #D010	SP088D1001	G10894	177224022701
SOUTH PASS 089 #013	SP08901300	G01618	177224015100
SOUTH PASS 089 #014	SP08901400	G01618	177224017500
SOUTH PASS 089 #B001A	SP089B01A0	G01618	177224005300
SOUTH PASS 089 #B002A	SP089B02A0	G01618	177224005700
SOUTH PASS 089 #B003	SP089B0300	G01618	177224006400
SOUTH PASS 089 #B004A	SP089B04A0	G01618	177224006800
SOUTH PASS 089 #B005	SP089B0500	G01618	177224008400
SOUTH PASS 089 #B006D	SP089B06D0	G01618	177224009500
SOUTH PASS 089 #B007	SP089B0700	G01618	177224008501

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 089 #B008 ST1	SP089B0801	G01618	177224009901
SOUTH PASS 089 #B009 ST1	SP089B0901	G01618	177224008601
SOUTH PASS 089 #B010	SP089B1000	G01618	177224010900
SOUTH PASS 089 #B011 ST	SP089B1101	G01618	177224010403
SOUTH PASS 089 #B012	SP089B1200	G01618	177224011200
SOUTH PASS 089 #B013	SP089B1300	G01618	177224011704
SOUTH PASS 089 #B014	SP089B1400	G01618	177224011601
SOUTH PASS 089 #B015 ST3	SP089B1503	G01618	177224012703
SOUTH PASS 089 #B016 ST2	SP089B1602	G01618	177224014702
SOUTH PASS 089 #B017 ST	SP089B1701	G01618	177224015901
SOUTH PASS 089 #B018 ST2	SP089B1802	G01618	177224017602
SOUTH PASS 089 #B019 ST	SP089B1901	G01618	177224017901
SOUTH PASS 089 #B020 ST3	SP089B2003	G01618	177224016203
SOUTH PASS 089 #B022	SP089B2200	G01618	177224017800
SOUTH PELTO 001 #A002 ST1	PL001A0201	G04234	177134009201
SOUTH PELTO 001 #A004	PL001A0400	G04234	177134015600
SOUTH PELTO 001 #A005	PL001A0500	G04234	177134009800
SOUTH PELTO 001 #A006	PL001A0600	G04234	177134016100
SOUTH PELTO 009 #001	PL00900100	G02924	177134001300
SOUTH PELTO 009 #002	PL00900200	G02924	177134002300
SOUTH PELTO 009 #005	PL00900500	G02924	177134018700
SOUTH PELTO 009 #006	PL00900600	G02924	177134006100
SOUTH PELTO 009 #007	PL00900700	G02924	177134007800
SOUTH PELTO 009 #010	PL00901000	G02924	177134025300
SOUTH PELTO 010 #002	PL01000200	G02925	177134001000
SOUTH PELTO 010 #003	PL01000300	G02925	177134001400
SOUTH PELTO 010 #004	PL01000400	G02925	177134001600
SOUTH PELTO 010 #005	PL01000500	G02917	177114098000
SOUTH PELTO 010 #006 ST1	PL01000601	G02925	177134002101
SOUTH PELTO 010 #007	PL01000700	G02925	177134002200
SOUTH PELTO 010 #009 ST3	PL01000903	G02925	177134003303
SOUTH PELTO 010 #010	PL01001000	G02925	177134007200
SOUTH PELTO 010 #011 ST2	PL01001102	G02925	177134005102
SOUTH PELTO 010 #012 ST5	PL01001205	G02925	177134006705
SOUTH PELTO 010 #013 ST1	PL01001301	G02925	177134007402
SOUTH PELTO 010 #014	PL01001400	G02925	177134009400
SOUTH PELTO 010 #016 ST2	PL01001602	G02925	177134011802
SOUTH PELTO 010 #017 ST1	PL01001701	G02925	177134012301
SOUTH PELTO 010 #019 ST1	PL01001901	G02925	177134010601
SOUTH PELTO 010 #020	PL01002000	G02925	177134015800
SOUTH PELTO 010 #022 ST1	PL01002201	G02925	177134018201
SOUTH PELTO 010 #023 ST1	PL01002301	G02925	177134016601
SOUTH PELTO 010 #026	PL01002600	G02925	177134018000
SOUTH PELTO 010 #B025	PL010B2501	G02925	177134018301
SOUTH PELTO 011 #017	PL01101700	00071	177134003102
SOUTH PELTO 011 #019 ST1	PL01101901	00071	177134004501



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PELTO 011 #022	PL01102200	00071	177134012000
SOUTH PELTO 011 #025	PL01102500	00071	177134018900
SOUTH PELTO 011 #031	PL01103100	00071	177134022701
SOUTH PELTO 011 #032	PL01103200	00071	177134022600
SOUTH PELTO 011 #F001	PL011F0100	00071	177130000300
SOUTH PELTO 011 #F002	PL011F0200	00071	177134000500
SOUTH PELTO 011 #F003 ST	PL011F0300	00071	177134001700
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH PELTO 025 #005 (ORRI)	PL02500502	G14535	177134024303
SOUTH PELTO 025 #006 (ORRI)	PL02500600	G14535	177134025003
SOUTH PELTO 025 #JA001	PL025JA01	G14535	177134019800
SOUTH PELTO 025 #JB001 (ORRI)	PL025JB012	G14535	177134020302
SOUTH TIMBALIER 049 #A001 ST2	ST049A0102	G24956	177154123902
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
SOUTH TIMBALIER 148 #A001	ST148A0100	G01960	177154009400
SOUTH TIMBALIER 148 #A002	ST148A0200	G01960	177154013200
SOUTH TIMBALIER 148 #A003	ST148A0300	G01960	177154015800
SOUTH TIMBALIER 148 #A004	ST148A04	G01960	177154039700
SOUTH TIMBALIER 148 #A005	ST148A05	G01960	177154041100
SOUTH TIMBALIER 148 #A006	ST148A0600	G01960	177154074603
SOUTH TIMBALIER 148 #A007	ST148A0700	G01960	1771540890

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 148 #A008	ST148A0801	G01960	177154090501
SOUTH TIMBALIER 148 #A009	ST148A0903	G01960	177154095103
SOUTH TIMBALIER 205 #B001 ST1	ST205B0101	G05612	177154059001
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601
SOUTH TIMBALIER 205 #B005A	ST205B05A0	G05612	177154103300
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301
SOUTH TIMBALIER 206 #A001 ST1	ST206A0101	G05613	177154057801
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000
SOUTH TIMBALIER 276 #A010 ST1	ST276A1001	G07780	177164013301
SOUTH TIMBALIER 276 #A019	ST276A1900	G07780	177164014500
SOUTH TIMBALIER 276 #A029	ST276A2900	G07780	177164022300
SOUTH TIMBALIER 290 #A025	-	G16454	608104014901
SOUTH TIMBALIER 291 #A023	ST291A2300	G16455	608104014700
SOUTH TIMBALIER 295 #A001	ST295A0102	G05646	177164010302
SOUTH TIMBALIER 295 #A002	ST295A0200	G05646	177164005500
SOUTH TIMBALIER 295 #A003	ST295A0300	G05646	177164010400
SOUTH TIMBALIER 295 #A004	ST295A0400	G05646	177164011300
SOUTH TIMBALIER 295 #A005	ST295A0500	G05646	177164011600
SOUTH TIMBALIER 295 #A006	ST295A0600	G05646	177164011800
SOUTH TIMBALIER 295 #A007	ST295A0700	G05646	177164012000
SOUTH TIMBALIER 295 #A008	ST295A0800	G05646	177164012200
SOUTH TIMBALIER 295 #A009	ST295A0900	G05646	177164012300
SOUTH TIMBALIER 295 #A011	ST295A1100	G05646	177164012700
SOUTH TIMBALIER 295 #A012	ST295A1200	G05646	177164012400
SOUTH TIMBALIER 295 #A013 ST1	ST295A1301	G05646	177164012901
SOUTH TIMBALIER 295 #A014	ST295A1400	G05646	177164013400
SOUTH TIMBALIER 295 #A015	ST295A1500	G05646	177164013700
SOUTH TIMBALIER 295 #A016 ST1	ST295A1601	G05646	177164013901
SOUTH TIMBALIER 295 #A017	ST295A1700	G05646	177164014000
SOUTH TIMBALIER 295 #A018	ST295A1800	G05646	177164014400
SOUTH TIMBALIER 295 #A020	ST295A2000	G05646	177164014700
SOUTH TIMBALIER 295 #A021 ST2	ST295A2102	G05646	177164014902
SOUTH TIMBALIER 295 #A022 ST3	ST295A2203	G05646	177164017703
SOUTH TIMBALIER 295 #A023	ST295A2300	G05646	177164018000
SOUTH TIMBALIER 295 #A024	ST295A2400	G05646	177164018300

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 295 #A025D	ST295A25D0	G05646	177164018100
SOUTH TIMBALIER 295 #A026	ST295A2600	G05646	177164018400
SOUTH TIMBALIER 295 #A027	ST295A2700	G05646	177164018500
SOUTH TIMBALIER 295 #A030	ST295A3000	G05646	177164022600
SOUTH TIMBALIER 295 #A031	ST295A3100	G05646	177164026100
SOUTH TIMBALIER 295 #A032	ST295A3200	G05646	177164027800
SOUTH TIMBALIER 295 #B001	ST295B0100	G05646	177164028900
SOUTH TIMBALIER 295 #B002 ST1	ST295B0201	G05646	177164029301
SOUTH TIMBALIER 295 #B003	ST295B0302	G05646	177164029202
SOUTH TIMBALIER 295 #B004 ST1	ST295B0401	G05646	177164029101
SOUTH TIMBALIER 295 #B005	ST295B0500	G05646	177164030000
SOUTH TIMBALIER 295 #B006 ST3	ST295B0603	G05646	177164030403
SOUTH TIMBALIER 296 #001	ST29600100	G12981	177164020900
SOUTH TIMBALIER 296 #A028	ST296A2800	G12981	177164021700
SOUTH TIMBALIER 311 # A 1	ST311A01	G31418	177164035500
SOUTH TIMBALIER 311 # A-4	ST311A04	G31418	177164036400
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
SOUTH TIMBALIER 316 #A006	ST316A0602	G22762	177164035302
SOUTH TIMBALIER 320 #A002	ST320A02	G24990	177164036200
SOUTH TIMBALIER 320 #A003	ST320A03	G24990	177164036300
SOUTH TIMBALIER 320 #A005 ST	ST320A05	G24990	608104010401
TEAST CAMERON 278 #C010	EC278C1001	G00974	177044110001
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 265 #A001 ST	VR265A0101	G01955	177064003101
VERMILION 265 #A002 ST1	VR265A0201	G01955	177064004701
VERMILION 265 #A003 ST1	VR265A0301	G01955	177064003201
VERMILION 265 #A006	VR265A0600	G01955	177064005300
VERMILION 265 #A007 ST1	VR265A0701	G01955	177064005501
VERMILION 265 #A010	VR265A1000	G01955	177064006200
VERMILION 265 #A014ST1	VR265A1401	G01955	177064029101
VERMILION 265 #A016ST1	VR265A1601	G01955	177064029301
VERMILION 265 #A017ST1	VR265A1701	G01955	177064033201
VERMILION 265 #A021	VR265A2100	G01955	177064057100
VERMILION 265 #A025	VR265A2500	G01955	177064057400
VERMILION 265 #A027ST1	VR265A2701	G01955	177064058101
VERMILION 271 #I003	VR271I0300	G04800	177064098100
VERMILION 326 #A001	VR326A0100	G21096	177064085000
VERMILION 369 #A014	VR369A1400	G02274	177064073400
VERMILION 369 #D001	VR369D01	G02274	177064087000

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VERMILION 380 #009	VR38000900	G02580	177064080100
VERMILION 380 #A001 ST1	VR380A0101	G02580	177064044301
VERMILION 380 #A003 ST1	VR380A0301	G02580	177064044901
VERMILION 380 #A005	VR380A0500	G02580	177064046300
VERMILION 380 #A006 ST2	VR380A0602	G02580	177064046402
VERMILION 380 #A008 ST1	VR380A0801	G02580	177064046901
VERMILION 380 #A010	VR380A1000	G02580	177064047600
VERMILION 380 #A011	VR380A1100	G02580	177064048000
VERMILION 380 #A012	VR380A1200	G02580	177064048700
VERMILION 380 #A015 ST4	VR380A1504	G02580	177064049004
VERMILION 380 #A016 ST2	VR380A1602	G02580	177064084702
VERMILION 380 #A020 ST1	VR380A2001	G02580	177064095601
VERMILION 381 #A017	VR381A1700	G16314	177064085500
VERMILION 381 #A018 ST2	VR381A1802	G16314	177064085702
VERMILION 381 #A021 ST1	VR381A2101	G16314	177064095801
VIOSCA KNOLL 693 #001	VK69300100	G07898	608164015700
VIOSCA KNOLL 693 #002	VK69300200	G07898	608164016000
VIOSCA KNOLL 694 #001	VK69400100	G13055	608164016600
VIOSCA KNOLL 694 #002	VK69400200	G13055	608164016700
VIOSCA KNOLL 694 #003 ST1	VK69400301	G13055	608164036701
VIOSCA KNOLL 694 #004	VK69400400	G13055	608164039700
VIOSCA KNOLL 694 #A009	VK694A0900	G13055	177244073300
VIOSCA KNOLL 824 #004	VK82400402	G15436	608164032902
WEST CAMERON 033 #001	WC03300100	G15050	177004105100
WEST CAMERON 033 #001 SL16473	SL16473010	16473	177002024400
WEST CAMERON 033 #002 SL16473	SL16473020	16473	177002024500
WEST CAMERON 033 #N001 (EC2)	WC033N0100	G15050	177004124000
WEST CAMERON 033 #N002 (EC2)	WC033N0200	G15050	177004124600
WEST CAMERON 033 #N003 (EC2)	WC033N0300	G15050	177004125400
WEST CAMERON 033 #N004 (EC2)	WC033N0400	G15050	177004125500
WEST CAMERON 033 #O001	WC033O0100	G15050	177004126500
WEST CAMERON 033 #O002	WC033O0200	G15050	177004126600
WEST CAMERON 033 #O003	WC033O0300	G15050	177004126800
WEST CAMERON 033 #O004	WC033O0400	G15050	177004126900
WEST CAMERON 035 #A014	WC035A1400	G02819	177004017000
WEST CAMERON 035 #B005	WC035B0500	G02819	177004018600
WEST CAMERON 035 #B013	WC035B1300	G02819	177004024300
WEST CAMERON 035 #C003	WC035C0300	G02819	177004037600
WEST CAMERON 035 #C004	WC035C0401	G02819	177004038701
WEST CAMERON 035 #D005	WC035D0500	G01860	177004039101
WEST CAMERON 065 #008	WC06500801	G02825	177004103701
WEST CAMERON 065 #009	WC06500900	G02825	177004105500
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 065 #E007	WC065E0700	G02825	177004129600

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 065 #JA001	WC065JA100	G02825	177004023300
WEST CAMERON 065 #JA002	WC065JA200	G02825	177004024600
WEST CAMERON 065 #JA003	WC065JA300	G02825	177004040400
WEST CAMERON 065 #JA004	WC065JA400	G02825	177004041500
WEST CAMERON 065 #JA005	WC065JA500	G02825	177004075400
WEST CAMERON 066 #A001	WC066A0100	G01860	177004011300
WEST CAMERON 066 #A002	WC066A0200	G01860	177004011800
WEST CAMERON 066 #A003	WC066A0300	G01860	177004012400
WEST CAMERON 066 #A004	WC066A0400	G01860	177004012600
WEST CAMERON 066 #A005	WC066A0500	G01860	177004012800
WEST CAMERON 066 #A006	WC066A0600	G01860	177004013200
WEST CAMERON 066 #A007 (WC35)	WC035A0700	G01860	177004013500
WEST CAMERON 066 #A008	WC066A0800	G01860	177004014100
WEST CAMERON 066 #A009	WC066A0900	G01860	177004014500
WEST CAMERON 066 #A010	WC066A1000	G01860	177004014700
WEST CAMERON 066 #A011	WC066A1100	G01860	177004014900
WEST CAMERON 066 #A012 (WC35)	WC035A1200	G01860	177004015700
WEST CAMERON 066 #A015	WC066A1500	G01860	177004096100
WEST CAMERON 066 #A016	WC066A1601	G01860	177004096601
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #C001	WC066C0102	G01860	177004010502
WEST CAMERON 066 #C002 ST3	WC066C0203	G01860	177004036603
WEST CAMERON 066 #C005 ST2	WC066C0502	G01860	177004098302
WEST CAMERON 066 #D007	WC066D0702	G01860	177004042902
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 066 #E006	WC066E0600	G02826	177004087900
WEST CAMERON 071 #018	WC07101800	00244	177004029400
WEST CAMERON 071 #023	WC07102300	00244	177004040500
WEST CAMERON 071 #026	WC07102600	00244	177004067600
WEST CAMERON 071 #027	WC07102700	00244	177004069700



Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 071 #028	WC07102800	00244	177004071000
WEST CAMERON 071 #031	WC07103100	00244	177004118900
WEST CAMERON 071 #D001	WC071D0100	00244	177002000100
WEST CAMERON 071 #D003	WC071D0300	00244	177002004800
WEST CAMERON 071 #D005	WC071D0501	00244	177002004101
WEST CAMERON 071 #D006	WC071D0600	00244	177002006900
WEST CAMERON 071 #D009	WC071D0900	00244	177002008000
WEST CAMERON 071 #F001	WC071F0100	00244	177004102400
WEST CAMERON 071 #F002	WC071F0200	00244	177004102600
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 102 #002	WC10200200	00247	177002009300
WEST CAMERON 102 #005	WC10200500	00247	177004006800
WEST CAMERON 102 #007	WC10200700	00247	177004008600
WEST CAMERON 102 #008	WC10200800	00247	177004009400
WEST CAMERON 102 #022	WC10202200	00247	177004064300
WEST CAMERON 102 #024	WC10202400	00247	177004062500
WEST CAMERON 102 #H001	WC102H0100	00247	177004103400
WEST CAMERON 102 #H002	WC102H0202	00247	177004104402
WEST CAMERON 110 #006	WC11000600	00081	177002002700
WEST CAMERON 110 #007	WC11000700	00081	177002003000
WEST CAMERON 110 #010 ST1	WC11001001	00081	177004025001
WEST CAMERON 110 #011	WC11001100	00081	177004083400
WEST CAMERON 110 #012 ST2	WC11001202	00081	177004086302
WEST CAMERON 110 #014 ST2	WC11001402	00081	177004090002
WEST CAMERON 110 #015 ST1	WC11001501	00081	177004106501
WEST CAMERON 110 #018 ST2	WC11001802	00081	177004127002
WEST CAMERON 110 #019 ST1	WC11001901	00081	177004127801
WEST CAMERON 110 #05A	WC1105AD64	00081	177002002200
WEST CAMERON 110 #A001	WC110A0100	00081	177000013100
WEST CAMERON 110 #A002C	WC110A02C0	00081	177000013200
WEST CAMERON 110 #A003	WC110A0300	00081	177000013300
WEST CAMERON 110 #A004	WC110A0400	00081	177000013400
WEST CAMERON 110 #A005	WC110A0500	00081	177000038900
WEST CAMERON 110 #A006	WC110A0600	00081	177002004000
WEST CAMERON 110 #C001	WC110C0100	00081	177004112500
WEST CAMERON 110 #F001	WC110F0100	00081	177004107300
WEST CAMERON 110 #F002	WC110F0200	00081	177004119300
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600



Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 053 #001	WD05300100	17935	170752037400
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O001 ST2	WD071O0102	00838	177190118502
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O004 ST1	WD071O0401	00838	177190124301
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 075 #A004B	WD075A04B0	G01085	177190074300
WEST DELTA 075 #A010D	WD075A10D0	G01085	177190082700
WEST DELTA 075 #A015	WD075A1500	G01085	177194030300
WEST DELTA 075 #B002	WD075B0201	G01085	177190131301
WEST DELTA 075 #B009	WD075B0900	G01085	177190136800
WEST DELTA 075 #B017 ST	WD075B1701	G01085	177194019501
WEST DELTA 075 #B024	WD075B2400	G01085	177194045700
WEST DELTA 075 #B026 ST	WD075B2601	G01085	177194046601
WEST DELTA 075 #F002 ST2	WD075F0200	G01085	177194042800
WEST DELTA 075 #G002	WD075G0200	G01085	177194056600
WEST DELTA 090 #A001	WD090A0100	G01089	177190061600
WEST DELTA 090 #A005	WD090A0500	G01089	177190128700
WEST DELTA 090 #A009D	WD090A09D0	G01089	177190077300
WEST DELTA 090 #B004 ST1	WD090B0401	G01089	177190132101
WEST DELTA 090 #B011 ST	WD090B1101	G01089	177192000801
WEST DELTA 090 #B018	WD090B1800	G01089	177194040400
WEST DELTA 090 #B020	WD090B2001	G01089	177190135901
WEST DELTA 090 #B021	WD090B2100	G01089	177194041500
WEST DELTA 090 #B027	WD090B2700	G01089	177194046700
WEST DELTA 090 #F004	WD090F0400	G01089	177194057700
WEST DELTA 090 #F005 ST2	WD090F0502	G01089	177194057902
WEST DELTA 090 #F006	WD090F0600	G01089	177194058601
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X010 ST2	WD095X1001	G01497	177194055301
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000
WEST DELTA 103 #F001 ST1	WD103F0101	G12360	177194054801
WEST DELTA 103 #F002	WD103F0200	G12360	177194055100
WEST DELTA 103 #F003	WD103F0300	G12360	177194058200
WEST DELTA 103 #F007	WD103F0700	00840	177194083800
WEST DELTA 104 #D005	WD104D0500	00841	177190116200
WEST DELTA 104 #D009	WD104D0900	00841	177190118400
WEST DELTA 104 #D010 ST	WD104D1001	00841	177190119801
WEST DELTA 104 #D011	WD104D1100	00841	177190119900
WEST DELTA 104 #D012	WD104D1200	00841	177190120500
WEST DELTA 104 #D013	WD104D1300	00841	177194068900
WEST DELTA 104 #D014	WD104D1400	00841	177194083900
WEST DELTA 104 #E004	WD104E0401	00841	177194040901
WEST DELTA 104 #E009	WD104E0901	00841	177194041601
WEST DELTA 104 #E010	WD104E1002	00841	177194040702
WEST DELTA 104 #E015	WD104E1504	00841	177194042504
WEST DELTA 104 #E020	WD104E2001	00841	177194064901
WEST DELTA 105 #D003	WD105D0300	00842	177190114300
WEST DELTA 105 #E001 ST3	WD105E0103	00842	177194039803
WEST DELTA 105 #E002 ST1	WD105E0201	00842	177194039901
WEST DELTA 105 #E003	WD105E0301	00842	177194040001
WEST DELTA 105 #E005A	WD105E05A0	00842	177194040500
WEST DELTA 105 #E006	WD105E0600	00842	177194041000
WEST DELTA 105 #E007	WD105E0700	00842	177194040600
WEST DELTA 105 #E008 ST1	WD105E0801	00842	177194041101
WEST DELTA 105 #E011	WD105E1101	00842	177194041401
WEST DELTA 105 #E012	WD105E1200	00842	177194041800
WEST DELTA 105 #E013 ST1	WD105E1301	00842	177194042001
WEST DELTA 105 #E014	WD105E1400	00842	177194043200

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
BRAZOS 491 P/F-4	BA4914CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-5	BA4915CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-A	BA491AWP	G06069	BA491	100.0%
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	12.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	12.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	50.00%
EAST CAMERON 002 P/F-1 SL16475	SL164751PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.0000%
EAST CAMERON 002 P/F-1/1D16473	SL164731PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-2 SL16475	SL164752PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-2/2D16473	SL164732PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-3/3D16475	SL164753PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-4/4D16475	SL164754PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-5 SL16475	SL164755PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-B (SL)	EC2BSL	16475	EC002	89.0625%
EAST CAMERON 002 P/F-C SL16475	EC2CPLT	16475	EC002	89.0625%
EAST CAMERON 014 P/F-12	EC1412CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-13	EC1413CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-B	EC014PFB	G13572	EC014	100.0000%
EAST CAMERON 014 P/F-CF	EC14CFPLT	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-CF-2	EC14CF2PLT	G01440	EC014	100.0000%
EAST CAMERON 265 P/F-D	EC265DPLT	G00972	EC265	50.0000%
EAST CAMERON 278 P/F-B	EC278BPLT	G00974	EC278	50.0000%
EAST CAMERON 278 P/F-C	EC278CPLT	G00974	EC278	50.0000%
EAST CAMERON 338 P/F-A	EC338PFA	G02063	EC338	15.6694%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	66.6667%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	83.3334%
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	66.6667%
EUGENE IS 089 P/F-23	EI089PF23	00044	EI089	75.0000%
EUGENE IS 119 P/F-13	EI11913CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-30	EI11930WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-33	EI11933CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-33-AUX	EI11933AUX	00049	EI119	100.0000%
EUGENE IS 119 P/F-34	EI11934CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-35	EI11935CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-37	EI11937CAS	00049	EI119	50.0000%
EUGENE IS 119 P/F-37 H	EI11937HCA	00049	EI119	50.0000%

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EUGENE IS 119 P/F-F	EI119FPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I	EI119IPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I-8	EI119I8CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-K	EI119KPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-4	EI119M4WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-7	EI119M7CAS	00049	EI119	100.0000%
EUGENE IS 120 P/F-11	EI12011CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-12	EI12012CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-14	EI12014CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-15	EI12015CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-17	EI12017CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-19	EI12019CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-20	EI12020CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-9	EI1209CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-CF-QTRS	EI120CFQTR	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP1	EI120CMP1	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP2	EI120CMP2	00050	EI120	100.0000%
EUGENE IS 120 P/F-FIRE STA	EI120FIRE	00050	EI120	100.0000%
EUGENE IS 120 P/F-PROD	EI120PRD	00050	EI120	100.0000%
EUGENE IS 120 P/F-SC	EI120SCPLT	00050	EI120	100.0000%
EUGENE IS 125 P/F-2	EI1252CAS	00051	EI125	100.0000%
EUGENE IS 125 P/F-A	EI125APLT	00051	EI125	100.0000%
EUGENE IS 125 P/F-R	EI125RPLT	00051	EI125	100.0000%
EUGENE IS 126 P/F-12	EI12612CAS	00052	EI126	100.0000%
EUGENE IS 126 P/F-31	EI12631CAS	00052	EI126	100.0000%
EUGENE IS 136 P/F-1	EI1361CAS	G03152	EI136	100.0000%
EUGENE IS 136 P/F-JA	EI136JAPLT	G03152	EI136	100.0000%
EUGENE IS 158 P/F-14	EI15814CAS	G01220	EI158	100.0000%
EUGENE IS 158 P/F-B	EI158BPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C	EI158CPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C-QRT	EI158CQTR	G01220	EI158	100.0000%
EUGENE IS 158 P/F-JB	EI158JBPLT	G01220	EI158	100.0000%
EUGENE IS 173 P/F-G	EI173GPLT	G13622	EI173	100.0000%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	75.0000%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	75.0000%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	75.0000%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	75.0000%
EUGENE IS 187 P/F-2	EI187PF2	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JC	EI187JCPLT	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JD	EI187JDPLT	G10736	EI187	100.0000%
EUGENE IS 188 P/F-A	EI188APLT	00443	EI188	100.0000%
EUGENE IS 188 P/F-JE	EI188JEPLT	G10736	EI188	100.0000%
EUGENE IS 188 P/F-P-VALVE	EI188PVALV	00443	EI188	100.0000%
EUGENE IS 189 P/F-B	EI189BPLT	423	EI189	100.0000%
EUGENE IS 189 P/F-JG	EI189JGPLT	423	EI189	100.0000%

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EUGENE IS 212 P/F-A	EI212APLT	G05503	EI212	66.6667%
EUGENE IS 224 P/F-A	EI224APLT	G05504	EI224	100.0000%
EUGENE IS 224 P/F-C	EI224CPLT	G05504	EI224	100.0000%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	85.5270%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	0.0000%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	0.0000%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	0.0000%
EUGENE IS 315 P/F-A	EI315APLT	G24912	EI315	75.2917%
EUGENE IS 315 P/F-C	EI315PFC	G24912	EI315	25.0000%
EUGENE IS 316 P/F-A	EI316APLT	G05040	EI316	100.0000%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	27.0000%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	65.0249%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	70.0249%
EUGENE IS 333 P/F-B	EI333BPLT	G02317	EI333	100.0000%
EUGENE IS 334 P/F-D	EI334DPLT	G15263	EI334	100.0000%
EUGENE IS 337 P/F-A	EI337APLT	G03332	EI337	100.0000%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	67.4286%
EUGENE IS 346 P/F-A	EI346APLT	G14482	EI346	100.0000%
EUGENE IS 353 P/F-D	EI353PFD	G02324	EI353	3.7850%
EUGENE IS 354 P/F-D	EI354DPLT	G10752	EI354	100.0000%
EUGENE IS 360 P/F-C	EI360PFC	G02324	EI360	3.2730%
EUGENE IS 360 P/F-E	EI360PFE	G02324	EI360	4.3730%
EUGENE IS 361 P/F-A	EI361PFA	G02324	EI361	6.7568%
EWING BANK 826 P/F-A	EW826APLT	G05800	EW826	100.0000%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	66.6700%
GRAND ISLE 039 P/F-Q	GI39QPLT	00127	GI039	75.0000%
GRAND ISLE 040 P/F-G	GI40GPLT	00128	GI040	75.0000%
GRAND ISLE 040 P/F-M	GI40MPLT	00128	GI040	75.0000%
GRAND ISLE 041 P/F-B	GI41BPLT	00129	GI041	75.0000%
GRAND ISLE 041 P/F-D	GI041PFD	00129	GI041	75.0000%
GRAND ISLE 041 P/F-E	GI41EPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-H	GI41HPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-I	GI41ICAS	00132	GI041	75.0000%
GRAND ISLE 042 P/F-C	GI42CPLT	00131	GI042	75.0000%
GRAND ISLE 042 P/F-F	GI42FPLT	00131	GI042	75.0000%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	00175	GI043	75.0000%
GRAND ISLE 047 P/F-A	GI47APLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AP	GI47APPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-L	GI47LPLT	00133	GI047	75.0000%



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GRAND ISLE 047 P/F-O	GI47OPLT	00133	GI047	75.0000%
GRAND ISLE 048 P/F-E	GI48EPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-J	GI48JPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-P	GI48PPLT	00134	GI048	75.0000%
GRAND ISLE 054 P/F-A	GI54APLT	G27173	GI054	50.0000%
GRAND ISLE 076 P/F-A	GI076PFA	G02161	GI076	95.8333%
GRAND ISLE 116 P/F-A	GI116APLT	G13944	GI116	50.0000%
HIGH ISLAND 110 P/F-A	HI110PFA	G02353	HI110	20.0000%
HIGH ISLAND 110 P/F-B	HI110PFB	G02353	HI110	20.0000%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	34.33%
HIGH ISLAND 129 P/F-1	HI1291CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-16	HI12916CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-17	HI12917CAS	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-18	HI129PF18	G01848	HI129	27.0000%
HIGH ISLAND 129 P/F-5/6	HI1295PLT	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-CPF	HI129CPF	G01848	HI129	0.0000%
HIGH ISLAND 179 P/F-A	HI179APLT	G03236	HI179	69.0750%
HIGH ISLAND 206 P/F-B	HI206BPLT	G20660	HI206	100.0000%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	60.0000%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	72.4106%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	10.0000%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	8.5000%
HIGH ISLAND A-545 P/F-JA	HIA545JAPT	G17199	HIA545	60.0000%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	72.4102%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	72.4102%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	18.0975%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	36.5786%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	72.4102%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	72.4102%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	72.4102%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	26.1683%
MAIN PASS 140 P/F-A	MP140APLT	G02193	MP140	65.0000%
MAIN PASS 140 P/F-B	MP140BPLT	G02193	MP140	65.0000%
MAIN PASS 153 P/F-B	MP153BPLT	G01967	MP153	50.0000%
MAIN PASS 153 P/F-C	MP153CPLT	G01967	MP153	50.0000%
MAIN PASS 259 P/F-A	MP259APLT	G07827	MP259	56.9016%
MAIN PASS 275 P/F-A	MP275APLT	G15395	MP275	100.0000%
MAIN PASS 289 P/F-B	MP289BPLT	G01666	MP289	100.0000%
MAIN PASS 289 P/F-C	MP289CPLT	G01666	MP289	100.0000%
MAIN PASS 296 P/F-B	MP296BPLT	G01673	MP296	55.0343%
MAIN PASS 296 P/F-C	MP296CPLT	G01673	MP296	50.4846%
MAIN PASS 301 P/F-A	MP301PFA	G04486	MP301	22.7793%
MAIN PASS 301 P/F-B	MP301PFB	G04486	MP301	22.7793%
MAIN PASS 308 P/F-A	MP308APLT	G32265	MP308	100.0000%

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MAIN PASS 310 P/F-A	MP310APLT	G04126	MP310	100.0000%
MAIN PASS 310 P/F-JA	MP310JAPT	G04126	MP310	100.0000%
MAIN PASS 311 P/F-A	MP311APLT	G02213	MP311	50.0000%
MAIN PASS 311 P/F-B	MP311BPLT	G02213	MP311	50.0000%
MATAGORDA IS 622 P/F-C	MI622CPLT	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-COMPRES	MI622CCMP	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-PRD	MI622CPRD	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-QRT	MI622CQTR	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-D	MI622DPLT	G05000	MI622	81.0000%
MATAGORDA IS 623 P/F-B-DRIL	MI623BPLT	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-B-PRD	MI623BPRD	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-H	MI623HPLT	G03088	MI623	100.0000%
MATAGORDA IS 635 P/F-F	MI635FPLT	G06043	MI635	81.0000%
MATAGORDA IS 635 P/F-G	MI635GPLT	G05000	MI635	81.0000%
MISSISSIPPI CANYON 311 P/F-A	MC311APLT	G02968	MC311	100.0000%
MOBILE 821 P/F-A-QRT	MO821AQTR	G05058	MO821	100.0000%
MOBILE 826 P/F-D	MO826DPLT	G26176	MO826	75.0000%
NORTH PADRE IS 969 P/F-JA	PN969PFJA	G05953	PN969	1.2500%
NORTH PADRE IS 975 P/F-A	PN975PFA	G05953	PN969	1.2500%
SHIP SHOAL 030 #011 CAS P/F	SS030PF11	00333	SS030	28.9474%
SHIP SHOAL 030 #013 CAS P/F	SS030PF13	00333	SS030	28.9474%
SHIP SHOAL 030 P/F-14	SS030PF14	00333	SS030	28.9474%
SHIP SHOAL 031 P/F-10	SS031PF10	00334	SS031	28.9474%
SHIP SHOAL 031 P/F-A	SS031PFA	00333	SS031	28.9474%
SHIP SHOAL 032 P/F-18	SS032PF18	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-20	SS032PF20	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-24	SS032PF24	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-E-1	SS032PFE	00335	SS032	28.9474%
SHIP SHOAL 033 #005 CAS P/F	SS033PF05	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-1	SS033PFC1	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-2	SS033PFC2	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-3(PROD)	SS033PFC3	00336	SS033	28.9474%
SHIP SHOAL 068 P/F-05	SS685CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-10	SS6810CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-2	SS682CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-4	SS684CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-9	SS689CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-F	SS68FPLT	G02925	SS068	100.0000%
SHIP SHOAL 091 P/F-A	SS91APLT	G02919	SS091	100.0000%
SHIP SHOAL 091 P/F-B	SS91BPLT	G02919	SS091	100.0000%
SHIP SHOAL 105 P/F-A	SS105APLT	G09614	SS105	100.0000%
SHIP SHOAL 105 P/F-B	SS105BPLT	G09614	SS105	100.0000%
SHIP SHOAL 126 P/F-B	SS126BPLT	G12940	SS126	100.0000%
SHIP SHOAL 129 P/F-A	SS129APLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-A-AUX	SS129AAUX	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-B	SS129BPLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-L	SS129LCAS	G12941	SS129	100.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SHIP SHOAL 144 PF 1	-	G30275	SS 144	15.5400%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	66.6667%
SHIP SHOAL 176 P/F-1	SS1761PLT	G33646	SS176	57.1429%
SHIP SHOAL 178 P/F-A	SS178APLT	G05551	SS178	100.0000%
SHIP SHOAL 182 P/F-A	SS182APLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-A-AUX	SS182AAUX	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-B	SS182BPLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-C	SS182CPLT	G03998	SS182	100.0000%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	99.0000%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	24.7396%
SHIP SHOAL 190 P/F-B	SS190BPLT	G10775	SS190	100.0000%
SHIP SHOAL 193 P/F-A	SS193APLT	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-A-PROD	SS193APRD	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-M	SS193MPLT	G13917	SS193	100.0000%
SHIP SHOAL 194 P/F-A	SS194APLT	G15288	SS194	100.0000%
SHIP SHOAL 198 P/F-G	SS198PFG	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-G-QTRS	SS198PFGQR	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-K	SS198PFK	00593	SS198	50.0000%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	55.2000%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	60.0000%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	52.8000%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	0.0000%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	70.0000%
SHIP SHOAL 259 P/F-JA	SS259JAPLT	G05044	SS259	93.7130%
SHIP SHOAL 274 P/F-A	SS274APLT	G01039	SS274	100.0000%
SHIP SHOAL 274 P/F-C	SS274CPLT	G01039	SS274	100.0000%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	0.0000%
SHIP SHOAL 354 P/F-A	SS354APLT	G15312	SS354	100.0000%
SOUTH MARSH IS 010 P/F-4	SM010PF4	G01181	SM010	100.0000%
SOUTH MARSH IS 010 P/F-A	SM10APLT	G01181	SM010	100.0000%
SOUTH MARSH IS 011 P/F-34	SM011PF34	G01182	SM011	100.0000%
SOUTH MARSH IS 011 P/F-58	SM011PF58	G01182	SM011	100.0000%
SOUTH MARSH IS 018 P/F-A	SM018PFA	G08680	SM018	100.0000%
SOUTH MARSH IS 048 P/F-E	SM048PFE	786	SM048	100.0000%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0000%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0000%
SOUTH MARSH IS 076 P/F-F	SM76FPLT	G01208	SM076	100.0000%
SOUTH MARSH IS 093 P/F-A	SM093PFA	G21618	SM093	12.5000%
SOUTH MARSH IS 105 P/F-A	SM105APLT	G17938	SM105	100.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH MARSH IS 106 P/F-A-NORTH	SM106ANPLT	G03776	SM106	100.0000%
SOUTH MARSH IS 106 P/F-JUNCTIO	SM106JCT	G02279	SM106	100.0000%
SOUTH MARSH IS 128 P/F-A	SM128APLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-B	SM128BPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-C	SM128CPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-SA-2	SM128SADPT	G02587	SM128	84.0133%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0000%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0000%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	G02592	SM149	50.0000%
SOUTH MARSH IS 149 P/F-D	SM149DPLT	G02592	SM149	100.0000%
SOUTH MARSH IS 239 156 CAIS	SM239PF156	00310	SM240	16.0000%
SOUTH MARSH IS 239 191 CAIS	SM239PF191	00310	SM240	16.0000%
SOUTH MARSH IS 240 1 CAIS	SM240PF1	310	SM240	16.0000%
SOUTH MARSH IS 240 153 CAIS	SM240PF153	310	SM240	16.0000%
SOUTH MARSH IS 240 192 CAIS	SM240PF192	310	SM240	16.0000%
SOUTH MARSH IS 240 196 CAIS	SM240PF196	310	SM240	16.0000%
SOUTH MARSH IS 240 2 CAIS	SM240PF2	310	SM240	16.0000%
SOUTH MARSH IS 240 E DOLPHIN	SM240PF0E	310	SM240	16.0000%
SOUTH MARSH IS 240 P/F-E-PRD	SM240PFE	310	SM240	16.0000%
SOUTH MARSH IS 241 CAS 149 P/F	SM241PF149	310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 200 P/F	SM241PF200	00310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 302 P/F	SM241PF302	00310	SM241	16.0000%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	69.4185%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	72.8000%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	87.7000%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	58.4000%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	68.1000%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	68.1000%
SOUTH PASS 062 P/F-A	SP62APLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-B	SP62BPLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-C	SP062PFC	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-D	SP062PFD	G01294	SP062	100.0000%
SOUTH PASS 065 P/F-A	SP65APLT	G01610	SP065	50.0000%
SOUTH PASS 070 P/F-C	SP070PFC	G01614	SP070	100.0000%
SOUTH PASS 070 P/F-D	SP070PFD	G01614	SP070	100.0000%
SOUTH PASS 075 P/F-A	SP75APLT	G05051	SP075	100.0000%
SOUTH PASS 087 P/F-D	SP87DPLT	G07799	SP087	86.1125%
SOUTH PASS 089 P/F-B	SP89BPLT	G01618	SP089	50.0000%
SOUTH PELTO 001 P/F-A	PL001PFA	G04234	PL001	100.0000%
SOUTH PELTO 009 P/F-10	PL009PF10	G02924	PL009	50.0000%
SOUTH PELTO 009 P/F-5	PL009PF05	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-6	PL009PF06	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-7	PL009PF07	G02924	PL009	100.0000%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH PELTO 010 #2 (2924)CAIS	PL0102CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10	PL1010CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10-8	PL10108CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-11	PL1011CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-12	PL1012WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-14	PL1014CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-16	PL1016CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-17	PL1017CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-19	PL1019CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-20	PL1020CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-22	PL1022CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-23	PL1023CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-26	PL1026CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-2A	PL102ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-3A	PL103ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-4	PL104WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-7	PL107CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-9-1-A	PL1091ACAS	G02925	PL010	50.0000%
SOUTH PELTO 010 P/F-A	PL10APLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B	PL10BPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B25	PL10B25CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B-AUX	PL10BAUXPT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-C	PL10CPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-D	PL10DPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-E	PL10EPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-LQ	PL10LQPLT	G02925	PL010	100.0000%
SOUTH PELTO 011 P/F-17	PL1117CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-19	PL1119CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-22	PL1122CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-25	PL1125CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F	PL11FPLT	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F-3	PL11F3CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-G	PL11GCAS	00071	PL011	100.0000%
SOUTH PELTO 025 JA PF	PL025PFJA	G14535	PL025	100.0000%
SOUTH PELTO 025 JB PF	PL025PFJB	G14535	PL025	100.0000%
SOUTH TIMBALIER 049 P/F-A	ST49APLT	G24956	ST049	100.0000%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-6	ST053PF6	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	G04000	ST053	50.0000%
SOUTH TIMBALIER 068 P/F-1	ST681CAS	00020	ST068	79.6666%
SOUTH TIMBALIER 148 P/F-A	ST148PFA	G01960	ST148	15.5500%
SOUTH TIMBALIER 161 P/F-C	ST161PFC	G01248	ST161	100.0000%
SOUTH TIMBALIER 203 P/F-B	ST203PFB	G01269	ST203	40.0000%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	50.0000%



Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH TIMBALIER 205 P/F-G	ST205GPLT	G05612	ST205	100.0000%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	50.0000%
SOUTH TIMBALIER 291 P/F-A	ST291APLT	G16455	ST291	35.0000%
SOUTH TIMBALIER 295 P/F-A	ST295APLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 295 P/F-B	ST295BPLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 311 P/F-A	ST311APLT	G31418	ST311	22.5000%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	20.0000%
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	75.0000%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	75.0000%
VERMILION 265 P/F-A-DRL	VR265ADRL	G01955	VR265	100.0000%
VERMILION 265 P/F-A-PRD	VR265APRD	G01955	VR265	100.0000%
VERMILION 326 P/F-A	VR326APLT	G21096	VR326	70.3148%
VERMILION 369 P/F-A	VR369PFA	G02274	VR369	10.9700%
VERMILION 369 P/F-D	VR369PFD	G02274	VR369	23.1707%
VERMILION 380 P/F-A	VR380APLT	G02580	VR380	100.0000%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	50.0000%
VIOUCA KNOLL 203 P/F-A	VK203PFA	G07890	VK203	33.3333%
VIOUCA KNOLL 203 P/F-B	VK203PFB	G07890	VK203	33.3333%
VIOUCA KNOLL 204 P/F-3	VK204PF3	G04921	VK204	33.3333%
VIOUCA KNOLL 204 P/F-C	VK204PFC	G04921	VK204	33.3333%
VIOUCA KNOLL 780 P/F-A	VK780APLT	G15436	VK780	100.0000%
WEST CAMERON 033 P/F-1	WC033PF1	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-N	WC033PFN	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-O	WC033PFO	G15050	WC033	100.0000%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	100.0000%
WEST CAMERON 066 P/F-A	WC66APLT	G01860	WC066	91.0585%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	82.9104%
WEST CAMERON 066 P/F-C	WC066PFC	G01860	WC066	75.0000%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	75.0000%
WEST CAMERON 066 P/F-F(FMR31)	WC066PFF31	00244	WC066	100.0000%
WEST CAMERON 071 P/F-28	WC071PF28	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D	WC071PFD	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D-AUX	WC071PFDAX	00244	WC071	100.0000%
WEST CAMERON 071 P/F-F (FMR18)	WC71FPLT	00244	WC071	100.0000%
WEST CAMERON 071 P/F-QTR	WC71QTR	00244	WC071	100.0000%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	25.0000%
WEST CAMERON 102 P/F-2	WC102PF2	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G	WC102GPLT	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G-AUX	WC102GAUX	00247	WC102	100.0000%
WEST CAMERON 102 P/F-H	WC102HPLT	00247	WC102	100.0000%
WEST CAMERON 110 P/F-10	WC11010CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-11	WC11011CAS	00081	WC110	100.0000%



Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
WEST CAMERON 110 P/F-12	WC11012CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-15	WC11015CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-18	WC11018CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-19	WC11019CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A	WC110APLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A-AUX1	WC110AAUX1	00081	WC110	100.0000%
WEST CAMERON 110 P/F-E	WC110EPLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-H	WC110HPLT	00081	WC110	100.0000%
WEST CAMERON 111 P/F-C	WC111CCAS	00081	WC111	100.0000%
WEST CAMERON 111 P/F-F	WC111FCAS	00081	WC111	100.0000%
WEST CAMERON 144 P/F-B	WC144BPLT	G01953	WC144	100.0000%
WEST CAMERON 225 P/F-C	WC225PFC	G00900	WC225	26.6675%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	100.0000%
WEST CAMERON 290 P/F-A	WC290PFA	G04818	WC290	10.3759%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	20.60%
WEST DELTA 068 P/F-U	WD68UPLT	00180	WD068	75.0000%
WEST DELTA 070 P/F-D	WD070PFD	00182	WD070	75.0000%
WEST DELTA 070 P/F-FF	WD070PFFF	00182	WD070	75.0000%
WEST DELTA 070 P/F-I	WD070PFI	00182	WD070	75.0000%
WEST DELTA 070 P/F-L	WD070PFL	00182	WD070	75.0000%
WEST DELTA 071 P/F-E	WD71EPLT	00838	WD071	75.0000%
WEST DELTA 071 P/F-O	WD071OPLT	00838	WD071	75.0000%
WEST DELTA 075 P/F-D	WD075PFD	G01085	WD075	100.0000%
WEST DELTA 075 P/F-F	WD075PFF	G01085	WD075	100.0000%
WEST DELTA 075 P/F-G	WD075PFG	G01085	WD075	100.0000%
WEST DELTA 090 P/F-A	WD090PFA	G01089	WD090	100.0000%
WEST DELTA 090 P/F-B	WD090PFB	G01089	WD090	100.0000%
WEST DELTA 090 P/F-E	WD090PFE	G01089	WD090	100.0000%

Name	State	County/Parish	Ownership %
Blue Water Gas Plant	Louisiana		0.1000%
Galveston 300/301 Facility	Texas	Galveston	100.0000%
Gibbstown Separation Station	Louisiana	Cameron	100.0000%
Grand Bay Receiving Station	Louisiana	Plaquemines	65.0000%
Grand Chenier Separation Facility	Louisiana	Cameron	5.4%
Grand Chenier Tank Battery	Louisiana	Cameron	100.0000%
Grand Isle Fuel Line (supply line for municipality)	Louisiana	Jefferson	100.0000%
Grand Isle Tank Bat	Louisiana	Jefferson	75.0000%
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	24.31% of Co-Owned Equipment
Johnson Bayou Onshore Separation Facility	Louisiana	Cameron	54.875% of Producers' Equipment
MI 519 Bay City Compressor Station	Texas	Matagorda	81.8979%
North Terrebonne Gas Processing Plant	Louisiana	Terrebonne	0.0000%
Sea Robin Condensate Separation Facility (aka "Henry Hub")	Louisiana	Vermilion	8.0000%
Sea Robin Gas Plant	Louisiana	Vermilion	23.7285%
Stingray Onshore Separation Facility (Cameron Onshore Commingling Facility)	Louisiana	Cameron	11.1300%
Targa Venice	Louisiana	Plaquemines	100.0000%
Thousand Square Mile Area (TASMA)	Louisiana	Vermilion	100.0000%
Tivoli Plant	Texas	Refugio	56.1394%
TOCA Gas Processing Plant	Louisiana	St. bernard	4.2900%
Venice Dehydration Facility (South Pass Dehydration Station)	Louisiana	Plaquemines	35.2000%
Vermilion 76 Onshore Scrubber	Louisiana	Vermilion	93.9%

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24" SSTI	6	GAS	Active	G29431	G32268
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSTI	12	GAS	Permitted for Abandonment	G28556	G01440
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Active	G02139A	G02115
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSTI	6	OIL	Out of Service	G05931	G03332
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSTI	6	OIL	Out of Service	G13447	G02112
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSTI	8	OIL	Active	G07537	G05040
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSTI	6	GAS	Active	G07555	G05040
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSTI	6	GAS	Out of Service	G08530	G05503
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSTI	6	OIL	Out of Service	G08531	G05503
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSTI	4	OIL	Out of Service	G12734	00052
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSTI	4	BLKG	Out of Service	G29056	00443
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12" SSTI	6	OIL	Out of Service	G13702	G01220
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G28057	00423
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy, LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSTI	12	OIL	Out of Service	G10110	G05800
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy, LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G24730
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
18789	Fieldwood Energy, LLC	HI	116	Platform A	HI	71	16-inch SSTI	16	G/C	PABN	G28649	G06156
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSTI	8	OIL	Active	G11747	G02968
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSTI	8	OIL	Out of Service	G13466	G02213
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSTI	6	OIL	Out of Service	G07100	G04126
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18" SSTI	8	GAS	Out of Service	G28221	G04481
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSTI	8	OIL	Out of Service	G09317	G02925
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284
4647	Fieldwood Energy, LLC	SM	149	6" SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSTI	8	GAS	Out of Service	G20565	G16320
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614
15064	FW GOM Pipeline, Inc.	SP	49	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G25860	G01614
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSTI	8	OIL	Out of Service	G01686A	G01610
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSTI	6	OIL	Active	G09321	G03998
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSTI	6	OIL	Out of Service	G05146	G02919
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSTI	6	OIL	Out of Service	G08054	G05551
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSTI	6	OIL	Active	G15683	G13917
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSTI	6	GAS	Active	G15684	G13917
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSTI	6	OIL	Out of Service	G16084	G12941
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSTI	6	G/C	Out of Service	G16087	G12941
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSTI	10	GAS	Out of Service	G18801	G09614
11544	Fieldwood Energy, LLC	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26" SSTI	8	G/C	Out of Service	G22139	G04232
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSTI	8	GAS	Active	G12709	G05646
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000
17898	Fieldwood Energy, LLC	ST	49	Platform A	ST	35	6-inch SSTI	4	OIL	Out of Service	G28577	G24956
19776	Fieldwood Energy, LLC	ST	295	24" SSTI	ST	292	A	24	GAS	Active	G29376	G05646
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827
13720	Fieldwood Energy, LLC	VK	340	8" SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSTI	12	GAS	Out of Service	G04645	G02580
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSTI	6	G/C	Out of Service	G21523	G21096
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
18502	Fieldwood Energy, LLC	VR	380	A	VR	398	16" SSTI	6	OIL	Out of Service	G02919	G02580
18502	Fieldwood Energy, LLC	VR	380	Platform A	VR	398	16-inch SSTI	6	OIL	Out of Service	G29109	G02580
2698	Fieldwood Energy, LLC	WC	102	flange	WC	102	G	8	GAS	Out of Service	G021240	00247
3763	Fieldwood Energy, LLC	WC	102	#02	WC	102	08 SSTI	8	GAS	Out of Service	G021240	00247
3986	Fieldwood Energy, LLC	WC	66	A	WC	31	F/S	10	G/O	Active	G0	

Exhibit 1-D(i)

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
5343	Fieldwood Energy, LLC	WC	34	D	WC	35	10 SSTI	8	G/O	Out of Service	G28659	G01860
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818
9504	Fieldwood Energy, LLC	WC	71	12 SSTI	WC	71	12 SSTI	12	GAS	Out of Service	G04346	00244
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
15210	Fieldwood Energy, LLC	WC	295	2	HI	120	A-PROCESS	6	BLKG	Out of Service	G26886	G24730
15952	Fieldwood Energy, LLC	WC	33	O	WC	34	D	4	G/O	Out of Service	G28657	G15050

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002
SM	132	B	21982	G30329	G02588	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC		

Call Sign:

KKS457

WQFI654

WQGX432

WPSH741

KNDQ614

WPXX340



Exhibit I-F

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/7/1953	UA	HI 179 Unit Agreement
Land	10/27/1954	Unit Agreement No. 14-08-001-20221	Grand Isle CATCO Unit Agreement, dated October 27, 1954, between Continental Oil Company and The Atlantic Refining Company, Tide Water Associated Oil Company and Cities Service Oil Company.; Unit No. 891002021
Land	5/1/1995	Unit Operating Agreement	Amendment to Unit Operating Agreement, dated effective May 1, 1995, by and between Conoco Inc., Vastar Resources, Inc., Texaco Exploration and Production Inc. and Oxy USA Inc.
Land	11/21/1955	Unit Agreement No. 14-08-001-2454	West Delta-Grand Isle Unit Agreement, dated November 21, 1955, between Continental Oil Company, as unit operator, and The Atlantic Refining Company, Tidewater Associated Oil Company and Cities Service Production Company, as non-operators, as amended ; Unit No. 891002454
Land	4/10/1956	Unit Agreement	Unit No. 891002891 - SS 32
Land	12/4/1958	OPERATING AGREEMENT	OPERATING AGREEMENT BY AND BETWEEN THE TEXAS COMPANY AND PAN AMERICAN PETROLEUM CORPORATION , AS AMENDED
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12/4/58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	8/3/1964	UOA	Operating Agreement eff. 8-3-64
Land	11/2/1964	UA	El 266 Unit Agreement
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	2/6/1967	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN CONTINENTAL OIL COMPANY AND TENNECO OIL COMPANY ET AL, AS AMENDED
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	1/1/1972	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SIGNAL OIL AND GAS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, ET AL.
Land	3/24/1972	Unit Agreement	SP 65 G G-1 Unit Res B Unit Agreement -891012327
Land	5/18/1972	Unit Agreement	SP 65 G G-1 Unit Res A Unit Agreement-891012332
Land	5/18/1972	Unit Agreement	SP 65 G2-G3 Unit Agreement-891012333
Land	1/1/1973	Offshore Operating Agreement	Offshore Operating Agreement* (VR 369/386+) *Unit Operating Agreement supersedes JOperating Agreement 1/1/1973
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	5/1/1974	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	12/1/1974	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL.
Land	4/23/1975	Joint Operating Agreement	Operating Agreement eff. 4-23-75
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	3/1/1976	Joint Operating Agreement	Operating Agreement eff. 3-1-76 b/b POGO, Mesa and Mobil, et al
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	12/12/1977	Unit Agreement	Unit Agreement (VR 369 Unit Area) 12/12/1977
Land	12/23/1977	Unit Operating Agreement	Unit Operating Agreement* (VR 369 Unit Area) *UOperating Agreement supersedes JOperating Agreement 12/23/1977
Land	1/1/1978	UOA	HI 179 Unit Operating Agreement
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	11/1/1978	OA	Operating Agreement eff. 11/1/78
Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.
Land	3/1/1979	Joint Operating Agreement	OPERATING AGREEMENT DATED MARCH 1, 1979, BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA AND MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC.
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL.
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Sho Operating Agreement Blocks 206, 207, OCS-G:1523 and OCS-G 1523, respectively.
Land	9/1/1981	Joint Operating Agreement	Operating Agreement 9/1/1981
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	1/1/1982	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SOHIO PETROLEUM COMPANY AND EXXON CORPORATION
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	11/1/1982	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF, 'N' SERIES	UNIT AGREEMENT BY AND BETWEEN CONOCO INC. AND CITIES SERVICE COMPANY ET AL
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties

Land	7/1/1983	UOA	EI 212 Unit Operating Agreement
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	7/1/1984	Unit Agreement	UNIT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND FLORIDA EXPLORATION
Land	7/1/1984	UOA	MP 310 Unit Operating Agreement
Land	1/2/1985	OA	Operating Agreement eff. 1/2/85
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Hufco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf COperating Agreementst, Inc., and Hufco 1982 Exploration Limited Partnership, as Assignees, assigning all of Hufco Petroleum's record title interest to the Assignees.
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	11/2/1987	SIMULTANEOUS EXCHANGE AGREEMENT	EXCHANGE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND CONOCO INC
Land	3/3/1988	PA	PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC. AND BASIN EXPLORATION, INC.
Land	6/7/1988	UA	EI 212 Unit Agreement
Land	10/31/1988	FO	Farmout Agreement 10/31/1988
Land	1/1/1989	OPERATING AGREEMENT	WD/GI UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	GI CATCO UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL Unit No. 891002021
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	UOA	EI 266 Unit Operating Agreement
Land	1/1/1989	OA	CATCO Operating Agreement eff. 1/1/89 by and between Conoco, Richfield , Texaco, et al
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	3/10/1989	FO	Ratification of Farmout Agreement 3/10/1989
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	7/1/1989	OA	Operating Agreement eff. 7/1/89
Land	12/15/1989	FO	FARMOUT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., ET AL. AND CNG PRODUCING COMPANY
Land	7/1/1990	UA & UOA	MP 255 Unit Agreement and Unit Operating Agreement
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	4/15/1991	OA	Operating Agreement eff. 4-15-91 b/b Conoco and Shell
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	6/1/1991	UA	UNIT AGREEMENT, SOUTH TIMBALIER BLOCK 295 FIELD UNIT BY AND BETWEEN SHELL OFFSHORE INC. AND APACHE CORPORATION, ET AL.
Land	7/1/1983	UOA	ST 295 UOA. As amended
Land	8/15/1991	OA	HI A442 Operating Agreement C-02-0004194
Land	9/10/1991	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND EXXON CORPORATION
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Houston Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6.17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6.17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana ", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND SAMEDAN OIL CORPORATION
Land	7/1/1992	OA	Operating Agreement 7-1-92 b/b Kerr-McGee and Samedan
Land	1/1/1993	Unit Operating Agreement	Unit Operating Agreement eff. 1-1-93
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Corporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	8/1/1993	Assignment	Assignment of Interest in Oil and Gas Lease (OCS-G 13944) effective date 08/01/93 from Anadarko Petroleum Corporation, Assignor, to Phillips Petroleum Company, Assignee, 50% of its right, title and interest in OCS-G 13944, GI Block 116, South Addition.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993

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Land	1/1/1994	Joint Operating Agreement	BP EXPLORATION & OIL INC. AND SHELL OFFSHORE INC ET AL
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21, 1994. Preferential Right to Purchase - 15 Days. [Section 26.2]
Land	2/1/1994	JOA	Operating Agreement eff. 2/1/94
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on the Viosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc. (as a working interest owner).
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC., OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	6/24/1994	OA	Operating Agreement eff. 6-24-94
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	9/1/1994	UOA	EI 89 Field UOperating Agreement 9/1/94
Land	9/1/1994	FARMOUT AGREEMENT	Farmout Agmt Eff. 9-1-94
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19, 1994, between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship ShOperating Agreement! Block 206 and OCS-G 1523; Ship ShOperating Agreement! Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreement! Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November 30, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreement! Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28, 1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment to Joint Venture Development Agreement, dated April 6, 1995, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreement! Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	7/1/1995	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT EFFECTIVE JULY 1, 1995, BY AND BETWEEN NORCEN EXPLORER, INC. OPERATOR, DALEN RESOURCES OIL & GAS CO AND GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA COVERING PORTIONS OF BLOCK 117 AND 118, EUGENE ISLAND, AS AMENDED TO EXCLUDE JOINT DEVELOPMENT ACREAGE.
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	11/8/1995	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN FORCENERGY GAS EXPLORATION INC. AND ENERGY INVESTMENTS INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC. AND PETROBRAS AMERICA, INC.
Land	2/23/1996	JOINT DEVELOPMENT AGREEMENT	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN APACHE CORPORATION, W & T, DEVON, NCK
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, Inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	3/7/1996	JDA	JOINT DEVELOPMENT AREA AGREEMENT DATED MARCH 7, 1996, BY AND BETWEEN LOUISIANA LAND AND EXPLORATION COMPANY AND ENSERCH EXPLORATION, INC. ET AL COVERING PORTIONS OF BLOCKS 107, 108, 118 AND 117, EUGENE ISLAND.
Land	9/1/1996	Joint Operating Agreement	JOA BY AND BETWEEN CAIRNE ENERGY USA, INC. AND NORCEN EXPLORER, INC. ET AL.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996
Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	12/15/1996	OA	Operating Agreement eff. 12-15-96 b/b Vastar and Union
Land	1/3/1997	Joint Operating Agreement	Operating Agreement eff. 1-3-1977 b/b Transco Exploration Company, as Operator, and Freeport Oil Company, Energy Development Corporation, Pioneer Production Corporation, et al
Land	1/21/1997	Assignment	Assignment of Record Title effective date 01/21/97 from Phillips Petroleum Company to SOI. SOI will acquire a 50.0% of 6/6ths interest in OCS-G 13944, GI Block 116, South Addition.
Land	1/21/1997	PSA	Purchase and Sale Agreement between Phillips Petroleum Company ("Seller") and SOI ("Purchaser"), whereby Phillips reserves a proportionately reduced 10% of 6/6ths Overriding Royalty Interest in OCS-G 13944, effective date 01/21/97
Land	5/1/1997	Joint Operating Agreement	Amendment to Operating Agreement, dated effective May 1, 1997, between GOM Shelf, LLC, and Chevron-Texaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation, concerning of the OCTSG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	10/1/1997	UOA	MI 623 Unit Operating Agreement
Land	10/1/1997	UOA	SP 65 G-1 Unit Res A UOperating Agreement
Land	10/1/1997	UOA	SP 65 G-1 Unit Res B UOperating Agreement
Land	10/1/1997	UOA	SP 65 G2-G3 UOperating Agreement
Land	10/1/1997	OA	SP 61, 70 Joint Operating Agreement eff. 10-1-97
Land	12/18/1997	PA	PARTICIPATION AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC.
Land	2/1/1998	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC.
Land	2/28/1998	Letter Agreement	Letter Agreement dated 02/28/98 between CNG Producing Company, et al, and SOI and Anadarko Petroleum Corporation, whereby SOI acquires 50% working interest in GI Block 110.
Land	3/1/1998	Unit Operating Agreement	UNIT OPERATING AGREEMENT DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC. UNIT NO.754398019
Land	3/1/1998	Unit Agreement	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE GRAND ISLE BLOCK 116 UNIT, DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSHORE INC. UNIT NO.754398019
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1% (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 111OCS-G18069, GI 116 OCS-G 13944, GI 110OCS-G13943.

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Land	3/1/1998	Assignment	Record Title Assignment of Oil and Gas Lease (OCS-G 13943) effective date 03/01/98 whereby BHP Petroleum (GOM) Inc., (Assignor) assigns to SOI and Anadarko Petroleum Corporation (Assignees) a 25% of 6/6ths, equally to Assignees, being of all right, title and interest, covering OCS-G 13943, GI Block 110, South Addition.
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 1110CS-G18069, GI 116 OCS-G 13944, GI 1100CS-G13943.
Land	3/2/1998	LA	LETTER AGREEMENT DATED MARCH 2, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL. AND AMOCO PRODUCTION COMPANY, ET AL.
Land	3/3/1998	PA	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY INC. AND BASIN EXPLORATION INC.
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE Cooperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES Cooperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND Cooperating AgreementSTAL O&G CORPORATION.
Land	4/7/1998	Assignment	Assignment of Record Title Interest, dated 4/7/98, whereby SOI assigns 12.5% Record Title to OBI regarding GI 116, OCS-G 13944.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN Cooperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF Cooperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., Cooperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	7/1/1998	Farmout Agreement	FO by and between Energy Development Corp & Juniper Energy Kp
Land	7/12/1998	Joint Operating Agreement	JOINT OPERATING AGREEMENT DATED JULY 12, 1998 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/11/1999	OA	Operating Agreement eff. 2-11-99
Land	6/1/1999	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST BY AND BETWEEN OCEAN ENERGY INC. AND DUKE ENERGY HYDROCARBONS, LLC
Land	8/5/1999	EA	EXPLORATION AGREEMENT DATED AUGUST 5, 1999 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidiri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i:) of Section m. "Overhead", andimade effective January 1,2000.
Land	12/1/1999	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN FORCENERGY INC. AND MAKO OFFSHORE EXPLORATION, INC., ET AL.
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Meidco, dated effective November 1, 1980,between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77-and78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/1/2000	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN OCEAN ENERGY, INC., MCMORAN OIL & GAS LLC., ET AL.
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	2/7/2000	OA	Operating Agreement eff. 2-7-00
Land	5/1/2000	OA	Operating Agreement eff. 5/1/00
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc. and Williams Field Services - Gulf Cooperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf Cooperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL.
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 149
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1,2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farnee)
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator
Land	8/30/2002	Assignment	Assignment of Record Title Interest, approved 8/30/2002, whereby SOI assigns unto OBI, covering GI 110 OCS-G 13943.
Land	9/20/2002	Assignment	Assignment of Operating Rights, approved 9/20/2002, whereby SOI assigns unto OEI, covering GI 110, OCS-G 13943.
Land	12/18/2002	Pooling Agreement	POOLING AGREEMENT DATED DECEMBER 18, 2002, BY AND BETWEEN THE STATE OF TEXAS AND SPINNAKER EXPLORATION COMPANY, L.L.C.

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Land	12/20/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire*Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc. and Westport Resources Corporation et al
Land	5/19/2003	JOA	JOA Operating Agreement eff. 5/19/03
Land	5/19/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between FIELDWOOD ENERGY OFFSHORE LLC(SUCCESSOR TO GRYPHON EXPLORATION COMPANY) AND APACHE CORPORATION (SUCCESSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. and Westport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully, provided for and described therein.
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/7/2004	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Shell Offshore et al
Land	2/25/2004	FO	Farmout Agmt. eff. 2-25-2004 b/b Forest Oil Corporation, Texas Standard Oil Company, Noble Energy, Inc. and Pioneer Natural Resources USA, Inc., as Farmers, and Houston Energy, L.P., as Farmee
Land	2/25/2004	Joint Operating Agreement	Ratification and Amdt. Of Operating Agreement eff. 2-25-2004 b/b Forest Oil Corporation et al
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated. March 25, 2004 between Anadarko E 8t P Company LP: Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George, R. Brown Partnership LP, Offshore Investment, Cov and the Lamar Hunt Trust Estate,, whereby the Unit' was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	6/1/2004	OA	Operating Agreement eff. 6-1-04 by and between Newfield Exploration Co & Triumph Energy LLC
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	7/20/2004	PHA	PHA eff. 7-20-2004 b/b Forest Oil Corporation, as operator and co-owner of the WD 34 A PF and Red Willow Offshore, LLC, et al, as producers
Land	7/27/2004	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporation and Applied Drilling Technology, Inc.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1, 2004, by and between Chevron U.S.A. Inc. and Noble Energy, Inc
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf CO Operating Agreementst Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/1/2004	OA	Operating Agreement eff. 10-1-04
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/14/2004	Letter Agreement	Letter Agreement, dated October. 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" Platform/Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18; 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/1/2005	Operating Agreement	Operating Agreement 1-1-05 by an between Maritech and Arena
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller and Union Oil "Company-of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms'. NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil , covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	3/28/2005	PA	PARTICIPATION AGREEMENT BY AND BETWEEN GOM SHELF LLC BY APACHE CORPORATION AND RIDGEWOOD ENERGY CORPORATION
Land	5/27/2005	Joint Operating Agreement	Operating Agmt. eff. 5-27-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	5/28/2005	PA	Participation Agmt. eff. 5-28-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	11/1/2005	JDA	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN MERIT ENERGY COMPANY AND STONE ENERGY CORPORATION ET AL
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006

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Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	4/4/2006	Joint Operating Agreement	STONE ENERGY CORPORATION AND GOM SHELF LLC, ET AL
Land	6/28/2006	OA	JOperating Agreement eff. 6-28-06
Land	7/24/2006	OA	Operating Agreement eff. 7-24-06
Land	10/17/2006	JOA	Operating Agreement eff. 10-17-06
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as-Farmor, and Mariner Energy Resources, Inc., as farmee, covering 5/2 of SM 149 (OCS-G 2592) and 5/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	2/28/2007	FO	FO eff. 2/28/07 by and between Newfield and Apache
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	5/17/2007	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P. AND HUNT PETROLEUM CORPORATION, ET AL.
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand SENECA RESOURCES CORPORATION
Land	12/31/2007	PSA	PURCHASE AND SALE AGREEMENT BY AND BETWEEN GOM SHELF LLC AND WILD WELL CONTROL INC.
Land	12/31/2007	Company Agreement	Company Agreement, dated effective December 31, 2007, between BP America Production Company, Chevron USA Inc. and GOM Shelf LLC, amending the Operating Agreements for certain jointly-owned Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 damaged by Hurricane Katrina.
Land	12/31/2007	PSA	Agreement for Purchase and Sale, effective December 31, 2007, between Chevron U.S.A. Inc., as Seller, and Wild Well Control, Inc., as Buyer, conveying Chevron's undivided interest in certain Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 to Wild Well Control for the purpose of decommissioning
Land	5/1/2008	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN MARINER ENERGY, INC. AND APACHE CORPORATION
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 AS Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
LAND	7/15/2008	Participation Agreement	ST 311 Participation Agreement-Walter & APA-7-15-2008
LAND	7/15/2008	Assignment of ORRI	ST 311 Walter ORRI Assign.
Land	8/27/2008	FO	FARMOUT AGREEMENT BY AND BETWEEN PIESCES ENERGY LLC AND APACHE CORPORATION
Land	12/8/2008	Platform Sale	Platform Sale Agreement, WD 94 G Auxiliary Platform, dated effective December 8, 2008 between BP America Production Company and GOM Shelf LLC, as-sellers, and Chevron USA Inc., as buyer.
Land	4/30/2009	OA	Operating Agreement eff. 4-30-09 Chevron USA, et al
Land	6/1/2009	FO	Farmout Agreement dated effective June 1, 2009, between Chevron U.S.A. Inc., and Phoenix Exploration Company, LP and Challenger Minerals Inc., covering OCS-G 32267, Chandeleur Block 42 and OCS-G 32268, Chandeleur Block 43, INSO FAR AND ONLY INSO FAR as they cover those depths from the surface to one hundred feet (100') below the deepest depth drilled and logged in the earning well.
Land	6/1/2009	OA	JOperating Agreement CA 42/43
Land	6/1/2009	OA	Operating Agreement eff. 6-1-09 Chevron USA, et al
Land	8/7/2009	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaiton and Houston Energy, L.P.
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/25/2010	OA	Operating Agreement eff. 2-25-10
Land	4/8/2010	Letter Agreement	Letter Agreement, dated 4/8/2010 between Shell Offshore Inc., Apache Corporation and Nippon Oil Exploration U.S.A. Limited amending the Unit Operating Agreement, dated March 1, 1998.
Land	6/1/2010	PA	Approval of Revision of Participation Area, effective June 1, 2010, whereby the Grand Isle CATCO Unit was revised.
Land	6/1/2010	ABOS	Bill of Sale and Conveyance, effective June 1, 2010, whereby Chevron U.S.A. Inc. transferred certain interests in Grand Isle Block 46, OCS-G 00132 N-I well/API No. 17-717-40959-00, certain interests in Grand Isle Block 46, OCS-G 00132 Platform, the line fill as of the effective date, and the Minerals Management Segment Number 15732 Pipeline as well as its associated Right of Way, equipment and facilities to GOM Shelf
Land	7/23/2010	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaotion and W & T Offshore Inc.
LAND	9/1/2010	OCS Exploration Venture	mp-295-Joint Venture Letter Agreement
Land	9/14/2010	Letter Agreement	CHEVRON USA INC. AND GOM SHELF LLC
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc., Assignor, and Chevron U.S.A. Inc.* as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	3/15/2011	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND STONE ENERGY OFFSHORE LLC
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	8/1/2011	ABOS	DS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assingor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
LAND	9/20/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B-19 Slot, Wellbore Acquisition Agreement
Land	11/3/2011	Letter Agreement	Letter Agreement dated November 3, 2011 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Phoenix Exploration Company LP in that certain Farmout Agreement dated and made effective June 1, 2009, to Apache Corporation and Castex Offshore, Inc.
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
LAND	11/17/2011	Assignment and Bill of Sale	MP 295, MP 296, MP 303, MP 304, MP 311, MP 312, MP 313 ABOS Stone to EPL 11-1-2011
LAND	12/1/2011	Participation Agreement	ST 311 Participation Agreement-Walter & APA & Castex-12-1-2011
LAND	12/15/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B19 ST2 Slot & Well Bore Acq Agmt
Land	4/1/2012	PA	Approval of. Revision of Participation Area, effective April 1, 2012, whereby the Grand, Isle CATCO Unit was revised.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;



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Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73% net).
Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448.1, together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	7/9/2012	Joint Operating Agreement	Offshore Operating Agreement (Ship ShOperating Agreement) 176 Prospect OCS-G 33646) Originally by and between Hall-Houston Exploration IV, L.P., as Operator and GOM Offshore Exploration I, LLC and Apache Corporation as Non-Operators
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	9/17/2012	PA	PARTICIPATION AGREEMENT BY AND BETWEEN APACHE CORPORATION AND WALTER OIL & GAS CORPORATION
LAND	12/26/2012	Farmout Agreement Extension Letter	MP 295 Extension 12-26-12
Land	2/1/2013	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Data Agreement	Data Agreement effective 2-1-2013 by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and EXXI
LAND	2/1/2013	Memorandum of OA and Financing Statement	Primary Term Lands - MOA Recorded 01-2015 Revision
LAND	2/1/2013	Exploration Agreement	MP 296 EXXI Exploration Agreement(Exploration Agreement Apache & Energy XXI 2-1-2013 with Exhibits (less B)
LAND	2/22/2013	Exploration Agreement Letter	Heron Prospect (MP 295) Letter of Agreement 2-22-13
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	6/1/2013	OA	Operating Agreement eff. 6-1-13 Castex, et al
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	7/1/2013	MOA	EI 136 Recorded Memorandum of Operating Agreement and Financing Statement
Land	7/1/2013	Joint Operating Agreement	EI 136 Operating Agreement covering depths below 19,135' SSTVD
Land	7/1/2013	Joint Operating Agreement	JOOperating Agreement covering OCS-G 32264 MP 302
Land	7/1/2013	Stipulation and Corrective Assignment	Stipulates the interest held by Apache Offshore Petroleum Limited Partnership, Fieldwood Energy LLC and Third parties
Land	7/1/2013	Assignment of Federal OCS Pipeline Right of Way	Assignment of Pipeline ROW Apache to Fieldwood LLC
Land	9/9/2013	Amendment No. 1 Bar Prospect Offshore Operating Agreement	Amends certain JOOperating Agreement dated 02/01/2013
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	Election Letter Agreement PL 13 007 ST2 W	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
LAND	10/16/2013	Fabrication Agreement	ST 311 A Platform Construction Contract Gulf Island LLC and Walter Oil and Gas dtd 10-16-13
Land	10/25/2013	Letter Agreement	Letter Agreement dated October 25, 2013 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Apache Corporation in that certain Farmout Agreement dated and made effective June 1, 2009, to Fieldwood Energy LLC.
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and EPL Oil & Gas, LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/16/2013	Joint Operating Agreement	TANA EXPLORATION COMPANY LLC AND APACHE CORPORATION
Land	12/28/2013	Well Proposal	Letter proposing well B-19 MP 302 well by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and Apache Shelf Exploration LLC
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
LAND	3/1/2014	Contract Operating Agreement	ST 320 Contract Operating Agreement dtd 3-1-14
Land	3/13/2014	Casing Point Election Letter MP 302 B-19 Well	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC: Proposal to run casing and election by Apache
Land	3/13/2014	Contract Operations Agreement	Pursuant to change in operatorship per that PSA btw SandRidge and Black Elk
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	4/1/2014	FO	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood Farmout Agreement: OCS-G 13576; East Cameron Block 71 (Limited to the NE/4 of the block and a Contract Area created to include the Farmout Area and EC 58 S/2)
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/23/2014	Letters of No Objection	Letters of No Objection, Lease & Pipeline Crossings: Applies to ST 276, 296 & 311, includes indemnification
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/2/2014	Letter Agreement Well Proposal	Set forth the agreement between Apache Shelf and Fieldwood for the drilling of the EI 126 A-5 well
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co:HIPS 13-III
LAND	6/1/2014	Memorandum of OA and Financing Statement	Heron Prospect MOA amd. No.2 6-1-14
Land	7/2/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Castex Offshore, Inc. : Fieldwood Divestiture of HI 116 Platform and pipelines
Land	7/21/2014	Contract Operation Agreement	Castex is named as operator of HI 167 Platform
Land	8/7/2014	Recompletion Proposal Election	MP 259 A-7 Recompletion Proposal Election: McMoran elects not to participate in A-7 well to Tex W-5 Sand
Land	8/15/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : Assignment of interest in HI 129#16 well
Land	8/15/2014	Letter Agreement	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : RE: High Island 129 No. 12 Well Assignment
Land	10/1/2014	Divestiture	by and between Fieldwood Energy Offshore LLC, Renaissance Offshore LLC and Apache Corporation: Assignment of Contractual interest Main Pass 76 SL 13287 #1 Well
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.

Land	11/5/2014	Request for extneion of Timely Operations	MP 259 A-7 Recompletion Request for extneion of Timely Operations: Request timely operations extension for propoed A-7 well
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc.: GOM NOIV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Hickory Unit - GI 110/116
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
LAND	1/13/2015	Letter Agreement	Heron Prospect (MP 295) Letter Agmt 1-13-15
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
LAND	4/1/2015	Gas Dedication and Gathering Agreement	ST 311 Gas Dedication and Gathering Agreement eff 04012015
LAND	4/1/2015	Liquids Separation, Handling, Stabilization and Redelivery Agreement	ST 311 Liquids Separation, Handling, Stabilization and Redeliv Agreement eff 04012015
LAND	4/1/2015	Liquids Transportation Agreement	ST 311 Liquids Transportation Agreement eff 04012015
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Filedwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	4/30/2015	Settlement Agreement and Release	by and between Fieldwood Energy Offshore LLC, Black Elk Energy Offshore Operations LLC and Northstar Offshore Group, LLC
Land	5/1/2015	Divestiture	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	5/14/2015	Second Amendment to the Participation Agreement	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Second Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Land	6/15/2015	Election and Designation of Successor Operator Letter	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Wichita Partnership, Ltd., W & T Energy VI, LLC and W&T Offshore, L.L.C.: In furtherance of April 14, 2015 letter Areana earned assignment from Chevron Chevron to resign as operator
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/29/2015	Settlement	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	6/30/2015	Consent to Assign	Consent to Assign ROW - Martin O. Miller II, LLC Sec. 11, T155-R6W Cameron Parish LA
Land	7/1/2015	Settltment Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-5 RIG Incident
LAND	7/2/2015	Bill of Sale, Assignment and Assumption Agreement	By and between Walter Oil & Gas Corporation, Castex Offshore, Inc., Fieldwood Energy LLC and Apache Shelf Exploration LLC as "Seller" and Discovery Producer Services LLC as "Buyer"
LAND	7/10/2015	Termination of Farmout Agreement	MP 295 9-18-2012 Farmout Termination Ltr dtd 7-10-15
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: MP 27, 78 and VK 251, 252, 340 Fields
Land	8/3/2015	Release and Settlement Agreement	Release and Settlement Agreement by and between Fieldwood Energy Offshore and Browning Offshore Partners, Inc.
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/9/2015	Supplemental Bonding Agreement	by and between Fieldwood Energy LLC, SEO A LLC, Stone Energy Corporation and Stone Energy Offshore, L.L.C.: Fieldwood will apply own Supp Bonding
Land	9/9/2015	Transmittal of Supplemental Bonding	by and between Fieldwood Energy LLC and Stone Energy Corporation: Stone acknowledgement of receipt of Bond
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/17/2015	Election and Designation of Successor Operator Letter	In furtherance of April 14, 2015 and June 15, 2015 letters, Areana earned assignment from Chevron Chevron to resign as operator, clarifying Working Interests, etc.
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc.: Release and Settlement Agreement
Land	10/19/2015	Contract Operations Agreement	by and between Fieldwood Energy LLC and Helis Oil and Gas Company L.L.C.: Contract Operations Agreement #18 Helis well
Land	11/19/2015	Production Handling Agreement SM10	PHA between Fieldwood and Byron for Byron's SM 6 production
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc., and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	2/2/2016	Correction Assignment	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Correction Assignment of Operating Rights EI 353
Land	2/22/2016	Withdrawal Election	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Hall-Houston Exploration IV, L.P. and GOM Offshore Exploration I, LLC: Hall Houston withdrawal Election
Land	3/1/2016	Ratification and Amendment to Farmout Agreement	by and between Fieldwood Energy LLC, Walter Oil and Gas Corporation and Cairn Energy USA: Ratify and amend that certain Farmout dated 12/31/1984
Land	3/2/2016	Withdrawal Agreement	by and between Fieldwood Energy LLC and Hall-Houston Exploration IV, L.P.: Hall Houston withdrawal Agreement
Land	3/11/2016	Waiver of Confidentiality and Consent to Disclose	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: applies to HIE 129 and ST 229
Land	4/13/2016	Recommendation to Add Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil and Gas II, LLC and Castex Offshore, Inc.: Requests change to compression standards in that certain Processing & Contract Operating Services Agreement dated 07/01/2011
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	5/31/2016	Election to Continue or Cease Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.: increases to continue compression services past original test period
Land	6/29/2016	Election to elect out of Badger Tax Partnership	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.:
Land	7/1/2016	Acquisition	by and between Fieldwood Energy LLC and Monforte Exploration, LLC: 3% ORRI SM 48 E wells
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/8/2016	Letter Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Fieldwood's response to W&T Letter Agreement - HI 129 #16 Well - Final Agreement
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement eff. 7-21-16
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement - #16 well
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to rplace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to rplace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/25/2016	Amendment and Ratification of Production Handling Agreement	by and between Fieldwood Energy LLC, CL&F Resources, LP, Houston Energy LP., Helis Oil and Gas Company LLC and W&T Offshore, Inc.: Amendment and Ratification of Production Handling Agreement (High Island, East Addition Block 129)

Exhibit I-F

Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/9/2016	Confidentiality Agreement	Confidentiality Agreement:BY AND BETWEEN FIELDWOOD ENERGY LLC AND LLOG EXPLORATION OFFSHORE, L.L.C.
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E &R America Offshore, LLC's interest in GI 94, SS 79, VR 332 and WD 34
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	Acquisition	by and between Fieldwood Energy Offshore LLC and GOM Offshore Exploration I, LLC: SS 176 Lease, Well and facilities
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/27/2017	Offshore Tie-in Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy LLC and Amberjack Pipeline Company LLC: Consent of PSA between Empire and Amberjack subject to addendum
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	6/8/2017	Bill of Sale and Assumption Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Manta Ray sells to Fieldood pursuant to reverse of gas flow in ST 295 block to direct flow of gas to ST 292 Platform
Land	6/8/2017	Interconnection and Measurement Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Fieldwood desires to connect with Mata Ray's ST 292 platform and piping, etc.
Land	6/8/2017	Lease of Offshore Platform Space - ST 292 Platform	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.:
Land	7/28/2017	Indemnity and Release Agreement	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Chevron sold to Cantium and needed DOO from Fieldood, Fieldwood required this Agreement to allow DOO
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
LAND	9/15/2017	Memorandum of OA and Financing Statement	ST 311 320 UCC, Mortgage and Conveyance
LAND	9/15/2017	Offshore Operating Agreement	ST 311-320 JDA Offshore Operating Agreement dtd 9-15-17, as amended
LAND	9/15/2017	Participation Agreement	ST 311-320 JDA Participation Agreement dtd 9-15-17
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC's interest in GI 94, SS 79, VR 332 and WD 34
Land	11/7/2017	Modification to PHA	Enhancement and modification to test separator MBD -4010 at HI 547 B Platform - PHA Agreement dated May 8, 1998
Land	4/6/2018	Notification of Withdrawal - WC 269	Withdrawal Election
Land	4/17/2018	Amendment	by and between Fieldwood Energy LLC and Arena Energy, LP: Amendment to Production Handling Service Agreement dated May 8, 1988
Land	5/1/2018	Assignment Conveyance and Bill of Sale	By and between Fieldwood Energy LLC, Peregrine Oil & Gas II, LLC and Castex Offshore, Inc. as "Assignor" and Northstar Offshore Ventures LLC as "Assignee"
Land	5/15/2018	Divestiture	Divestiture of Interests in Mustang Island to TR Offshore. L.L.C.
Land	6/1/2018	Property Exchange Agreement	Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	6/14/2018	Performance Bond	Sanare Energy Partners, LLC is the new principal replacing Northstar Offshore Ventures LLC
Land	7/11/2018	Assignment of Operating Interest	Assignment of Operating Rights Interest from Apache to Fieldwood and GOM Shelf
Land	7/23/2018	Amendment to Property Exchange Agreement	Amendment to Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/8/2018	Take Over Election Letter Agreement	In accordance with certain Farmout Agreements dated 12/17/2002, 05/19/2003 and 02/13/2004, Fieldwood elects to decline
Land	8/13/2018	Confidentiality Agreement	Confidentiality Agreement: GOM SHELF - DEEPWATER PROPERTIES
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	10/1/2018	Acquisition	Assignment of Hall-Houston overriding royalty interest in SS 176
Land	10/18/2018	Abandonment Agreement	pursuant to that certain PHA for MC 496 produced at SP B Platform dated 11/1/2002
Land	12/4/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Byron Energy Inc.
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	12/20/2018	Letter of Intent	by and between Fieldwood Energy LLC and TR Offshore. L.L.C.: Contemplation of Contract Operating Agreement, Transportation Agreement
Land	2/4/2019	Termination of Exchange Agreement	Termination of Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
LAND	2/22/2019	Exploration Agreement Letter	APA - EXOI MP 295 Side Ltr Agrmt dtd 2-22-13
Land	3/5/2019	Relinquishment	by and between GOM Shelf LLC and Arena Energy, LP: Relinquishment of OCS G0978
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sa nare
Land	4/1/2019	PHA Amendment	First Amendment to that certain Production Handling Agreement, dated September 1, 2009 - Eugene Island 224 "A" Platform - Federal Offshore Louisiana

Land	5/1/2019	Confidentiality Agreement	Confidentiality Agreement: BY AND BETWEEN FIELDWOOD ENERGY LLC AND CIBCO RESOURCES, LLC
Land	5/16/2019	Letter Agreement	by and between Fieldwood Energy LLC and Panther Pipeline, LLC: Letter Agreement Matagorda Operating Agreement MI 518/519 with regard to natural gas pipeline work.
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/25/2019	Letter Agreement OCS-G 14535 JB152 Well	Pursuant to that certain Farmout dated 12/17/2002. Reassignment to Arena and P&A liability
LAND	7/25/2019	Exploration Agreement	Exploration Venture Agreement by and between Fieldwood Energy LLC and Juneau Oil & Gas LLC (terminated 6-23-20)
Land	11/5/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and W&T OFFSHORE, INC: Confidentiality Agreement:
LAND	11/5/2019	Transfer Notice	
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and PROMETHEAN ENERGY CORPORATION: Confidentiality Agreement:
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and ROC OIL PTY LTD: Confidentiality Agreement:
Land	11/12/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and CASTEX ENERGY, INC: Confidentiality Agreement:
Land	11/14/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and COX OIL OFFSHORE, LLC: Confidentiality Agreement:
Land	11/21/2019	Withdrawal Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Withdrawal from EC 2 SL 18121 - W&T did not prepay abandonment
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Talos Energy Offshore LLC
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Renaissance Offshore LLC
Land	12/10/2019	Non-Consent	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Non-consent lease saving operation on EC 2 SL 18121 for failure to respond to lease number FW194042
Land	12/12/2019	Purchase of Pipeline ROW OCS-G 14731 Seg. No. 10406	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: SS 274 A Platform to EI 259 A Platform
Land	1/22/2020	Confidentiality Agreement	by and between Fieldwood Energy LLC and WERRUS AQUAMARINE, LLC: Confidentiality Agreement:
Land	1/27/2020	Acquisition	by and between Fieldwood Energy LLC, Castex Offshore, Inc., GOME 12711 LLC and Dorado Deep GP, LLC: Assignment of interest in MP 275 A-3 Well
Land	3/2/2020	Confidentiality Agreement	Confidentiality Agreement BY AND BETWEEN FIELDWOOD ENERGY LLC AND ODYSSEY PIPELINE LLC = MP 289 "C" PF
Land	3/4/2020	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Arena Energy
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
Land	12/31/2013	First Amendment to the Participation Agreement	First Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	11/12/2013	THROUGHPUT CAPACITY LEASE AND TIE IN AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Apache Shelf Exploration LLC and Apache Shelf Exploration LLC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	2/2/1996	GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMA Pipeline and CMA Pipeline
Pipeline Transport	9/30/2015	AMENDMENT TO GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMA Pipeline PARTNERSHIP, LLC and CMA Pipeline PARTNERSHIP, LLC
PHA SS182/SS170	5/1/2013	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and BOIS D'ARC EXPLORATION, LLC and BOIS D'ARC EXPLORATION, LLC
PHA EI316A/EI 315C	7/14/2008	PRODUCTION HANDLING AGMT	PHA EI 3316A/EI 315C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PHA for EB165A/EB430	9/30/2004	PRODUCTION HANDLING AGMT	PHA for EB165A/EB430 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA for SP108/ST72	12/1/2014	PRODUCTION HANDLING AGMT	PHA for SP108/ST72 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA GI 116A/ST 229	6/1/2005	PRODUCTION HANDLING AGMT	PHA for GI 116A/ST229 by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA SS178A/SS1777A-45T	8/25/1998	PRODUCTION HANDLING AGMT	PHA SS178A/SS1777A-45T by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and TALOS ENERGY OFFSHORE, LLC and TALOS ENERGY OFFSHORE, LLC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and HE&D OFFSHORE LP and HE&D OFFSHORE LP
Service Agreements	4/1/2009	SERVICE CONTRACT	Allocation of quality bank by and between Fieldwood and Allocation Specialists, LLC and Allocation Specialists, LLC
LEASE OF PLATFORM SPACE	2/1/1990	Access and Right of Use Agreement 3/1/2020 - 2/28/2021	A-LOPS-WD075 by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform 10/01/2020 - 11/30/2021	A-LOPS- SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	11/29/2009	Amendment to Lease of Platform Space Agreement Main Pass 289 C8/1/2020 - 7/31/2021(Horn Mountain)	A-LOPS-MP289C(Horn Mountain) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	7/12/2016	Marathon Pipeline Facilities Exxon's vermilion Block 265 Platform A	A-LOPS-AccessSvc by and between Fieldwood and East Cameron Gathering LLC and East Cameron Gathering LLC

LEASE OF PLATFORM SPACE	4/15/1988	Amendment of SMI Gathering System (Vermillion Block 265 Platform) Access and Services Agreement1/1/2020-12/31/2020	Annual LOPS-VR 265 P/F-A-DRL by and between Fieldwood and Crimson Gulf Accounts Payable and Crimson Gulf Accounts Payable
LEASE OF PLATFORM SPACE	8/1/1996	Lease of Platform Space5/1/2020 - 4/30/2021	A-LOPS-ODYSSEY by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	11/1/2001	Lease of Platform Space11/1/2020 - 10/30/2021	A-LOPS-SM128SA2 by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	4/27/1977	FIRST AMENDMENT AND RATIFICATION TO TIE-IN SERVICE AGREEMENT04/01/2020-3/31/2021	A-LOPS-MP288-MP289FWE0240 by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	11/15/1996	Lease of Platform space Agreement	A-LOPS-RAM POWELL by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	10/25/1985	PLATFORM SPACE AGREEMENT10/25/2020 - 9/24/2021	A-LOPS-SP898 by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	3/1/1980	4/1/2020 - 3/31/2021	A-LOPS-HI179A by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/5/1981	Receipt and Measurement Facility LOPS EI Block 158 Platform4/1/2020 - 3/31/2021	A-LOPS-EI1588 by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/15/1981	Receipt and Measurement Facility LOPS EI Block 135 "JA" Platform4/1/2020 - 3/31/2021	A-LOPS-EI136JA by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	7/1/1997	Lease of Offshore Platform Space Gas Measurement Facility, Pipeline Rise, Liquids Scrubber Facility 3/01/2020 - 2/28/2021	A-LOPS-SM128 by and between Fieldwood and Trunkline Gas Company LLC and Trunkline Gas Company LLC
LEASE OF PLATFORM SPACE	3/1/1998		A-LOPS-S5354A by and between Fieldwood and Williams Field Services and Williams Field Services
LEASE OF PLATFORM SPACE	11/29/2001	03/01/2020 - 02/28/2021	A-LOPS- MP289C by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
LEASE OF PLATFORM SPACE	11/29/2001	LEASE OF PLATFORM SPACE	ANA103-LOPS (Horn Mountain Monthly) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	12/21/2002	PLATFORM OPERATIONS AGMT	ARE101-LOPS - PL25 by and between Fieldwood and ARENA OFFSHORE LP and ARENA OFFSHORE LP
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2018	SERVICES CONTRACT	EAS101 VR265ADRL by and between Fieldwood and EAST CAMERON GATHERING LLC and EAST CAMERON GATHERING LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS EI 189P/F B by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS MATAGORDA ISLAND 622C by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-2 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-3 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-4 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-5 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-6 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-7 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-8 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-9 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-13 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-18 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-16 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-20 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-24 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-25 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WIL174 OP&M FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA E1312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PLO09-PL010B by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and C/O FAIRFIELD-MAXWELL LTD and C/O FAIRFIELD-MAXWELL LTD
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and HILCORP ENERGY 1 LP and HILCORP ENERGY 1 LP
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and PIQUANT INC and PIQUANT INC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE



PRODUCTION HANDLING AGMT (IJB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and MARATHON OIL COMPANY	an
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC	
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and PIQUANT INC and PIQUANT INC	
PRODUCTION HANDLING AGMT (IJB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC	
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC	and EPL
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC	
PRODUCTION HANDLING AGMT (IJB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302819 by and between Fieldwood and APACHE SHELF EXPLORATION LLC and APACHE SHELF EXPLORATION LLC	
PRODUCTION HANDLING AGMT (IJB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302819 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC	and
PRODUCTION HANDLING AGMT (IJB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION	
PRODUCTION HANDLING AGMT (IJB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and FWE and FWE	
PRODUCTION HANDLING AGMT (IJB)	10/23/2018	AGREEMENT FOR THE GATHERING AND PROCESSING OF MO 826 ("SLEEPING BEAR")	MOR26-VK251 by and between Fieldwood and W&T Offshore and W&T Offshore	
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 320 A-S5T1 by and between Fieldwood and W&T Offshore, Inc. and W&T Offshore, Inc.	
PRODUCTION HANDLING AGMT (Non-Op)	6/30/1999	PRODUCTION HANDLING AGREEMENT	MC 108/MC 109 by and between Fieldwood and Talos Energy LLC and Talos Energy LLC	
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 311 A1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HIA-A582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC	
PRODUCTION HANDLING AGMT (Non-Op)	10/21/2018	PRODUCTION HANDLING AGREEMENT	ST 320 A02 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	5/20/2019	PRODUCTION HANDLING AGREEMENT	ST 320 A03 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	6/13/1996	PRODUCTION HANDLING AGREEMENT	SS 300 B/SS301 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.	
PRODUCTION HANDLING AGMT (Non-Op)	6/30/1999	PLATFORM ACCESS, OPERATING SERVICES AND PRODUCTION HANDLING AGREEMENT(ORION)	MC 109/MC110 by and between Fieldwood and Talos Energy and Talos Energy	
PRODUCTION HANDLING AGMT (Non-Op)	5/5/2009	PRODUCTION HANDLING AGREEMENT	SS 189 C-1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation	
PRODUCTION HANDLING AGMT (Non-Op)	3/1/2007	PRODUCTION HANDLING AGREEMENT	SM 107 by and between Fieldwood and Talos Energy and Talos Energy	
PRODUCTION HANDLING AGMT (Non-Op)	7/1/2014	PRODUCTION HANDLING AND FACILITY USE AGREEMENT	VR 271 by and between Fieldwood and Castex Offshore Inc and Castex Offshore Inc	
PRODUCTION HANDLING AGMT (Non-Op)	8/1/1997	PRODUCTION HANDLING AGREEMENT	ST 176/ST 148 by and between Fieldwood and Arena Offshore LLC and Arena Offshore LLC	
PRODUCTION HANDLING AGMT (Non-Op)	8/1/1997	PRODUCTION HANDLING AGREEMENT	ST 176/ST 148 by and between Fieldwood and Arena Offshore LLC and Arena Offshore LLC	
CONNECTION AGREEMENT EI 342C	9/17/1986	PIPELINE CONNECTION & OPERATION AGREEMENT EUGENE ISLAND PIPELINE SYSTEM	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC	LLC and
CONNECTION AGREEMENT EI 342C	1/1/2010	RATIFICATION OF & SUPPLEMENT TO PIPELINE CONNECTION AND OPERATION AGREEMENT	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC	LLC and
CONNECTION AGREEMENT EI 342C	8/7/2018	AMENDMENT NO. 1 TO PIPELINE CONNECTION AND OPERATION AGREEMENT	Interconnect Agreement EI 346 by and between Fieldwood and GEL Offshore Pipeline, LLC and GEL Offshore Pipeline, LLC	LLC and
CONNECTION AGREEMENT EI 342	10/26/2011	FACILITIES LETTER AGREEMENT	Agreement for Gas Connection at EI 346 by and between Fieldwood and ANR Pipeline Company and ANR Pipeline Company	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco	



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Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	4/1/2015	FT-2 Discount Letter Agreement	Discovery Gas FT2 Discount letter by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Gathering and Dedication	4/1/2015	Gas Dedication and Gathering Agreement	Discovery Gas Gathering and Gas Dedication by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedication agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Transport	12/17/1997	FT - Transport	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	8/13/1997	Precedent Agreement for Transportation of Gas and Non-Jurisdictional Services	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	12/15/1997	Reserve Commitment Agreement	Venice Gatheing Firm Transport with Discount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Gathering	4/1/2003	IT Transport	GC 45, WD 41 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	11/1/2010	IT Transport	Venice Gaathering, Max Rate, WD 41 Effective date 11/1/2010 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement. by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	9/10/1990	Gas Gathering Agreement	Gathering Agreement - Discount for BA 491 by and between Fieldwood Energy LLC and WFS and WFS
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
Operating and Management Agreement	Yes the Construction and Operation	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and
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Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
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Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement to the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	10/1/1982	Construction, Ownership and Operating Agreement	Governs the Ownership and Operations of the Facility. The Facility is co-owned by two groups, Owners and Producers. Facility assets are owned in three different classes: either solely owned by Owners, co-owned by Owners and Producers or solely owned by Pr by and between Fieldwood Energy LLC and Kinetica Partners LLC and Kinetica Partners LLC
Ownership Agreement	12/2/1985	Ownership Agreement for the Producers' Facility Sabine Pass, as amended	Governs the Ownership and Operations of the Producers' Facility. The Producers' Facility consists of assets owned by Producers, as well as those assets co-owned by the Producers and Owners. Fieldwood, as the designated Producers' Representative, represents th by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stingray and by between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A

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Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
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Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Contribution Agreement (LLC formation)	11/2/2010	Contribution Agreement	SP 49 Pipeline LLC (the "Entity"), an limited liability company, was formed on November 2, 2010 by Apache GOM Pipeline, Inc, (succeeded by FW GOM Pipeline, Inc), Energy XXI GOM LLC, and Stone Energy Offshore, LLC (succeeded by Talos Resources LLC). The e by and between Fieldwood Energy LLC and Talos Resources LLC and Energy XXI GOM, LLC and Talos Resources LLC and Energy XXI GOM, LLC
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as administrative functions such as paying expenses and maintaining records by and between Fieldwood Energy LLC and and
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as administrative functions such as paying expenses and maintaining records by and between Fieldwood Energy LLC and and
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
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Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
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Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. This Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company



Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
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Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
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Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fieldwood) by and between Fieldwood Energy LLC and and
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Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Oil Purchase and Sale Agreement/Transport	12/23/1995	Oil Purchase and Sale Agreement Between Anadarko Petroleum Corporation and Texaco Trading and Transportation INC (now Poseidon Oil Pipeline Company LLC)	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC
Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Purchase and Sale Agreement/Transport	4/10/2012	Oil Purchase and Sale Agreement Between Apache Shelf Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC



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[illegible]

[illegible]

[illegible]

[illegible]



Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand	Qt	Total Value	W%	Net Value
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL		EA			1	3,975.83	100.0%	3,975.83
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA,		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD		EA			1	21,498.05	100.0%	21,498.05
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE		EA			1	19,676.18	100.0%	19,676.18
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL		EA			1	2,542.05	100.0%	2,542.05
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE		EA			1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND		EA			1	4,372.48	100.0%	4,372.48
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA			1	82,650.64	100.0%	82,650.64
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRNKSHT: GMVA/GMVC- 12		EA			2	81,082.47	100.0%	81,082.47
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL		EA			1	5,829.98	100.0%	5,829.98
North Warehouse	Fieldwood	54420		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54422		WH/FL	CRSSHD ASSY: GMVA/VC/VH		EA			1	7,703.92	100.0%	7,703.92
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV		EA			1	3,352.24	100.0%	3,352.24
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE		EA			1	14,956.39	100.0%	14,956.39
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE COMPRSSR		EA			1	1,967.62	100.0%	1,967.62
North Warehouse	Fieldwood	54449		WH/B42/S1	LINER: 15", 2ND STGE COMPRSSR		EA			1	1,785.43	100.0%	1,785.43
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 9-3/4", 3RD STGE COMPRSSR		EA			1	1,909.90	100.0%	1,909.90
North Warehouse	Fieldwood	54452		B3/B1/S1	GEAR: GMV3-FB, PARTCO BLOWER W/HUB		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54456		WH/B42/FLR	PSTN/ROD ASSY: 9-3/4", 3RD STGE		EA			1	2,399.73	100.0%	2,399.73
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-5/8", GMWA,		EA			1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE		EA			1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54460		B3/B2/FLR	ROD: ALL GMV PWR PISTON		EA			2	1,821.87	100.0%	1,821.87
North Warehouse	Fieldwood	54468		B3/B2/S3	PMP: GMVA H2O W/GSKTS		EA			1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	54469		WH/B41/FLR	CRSSHD ASSY: GMVA/VC/VH		EA			1	13,051.81	100.0%	13,051.81
North Warehouse	Fieldwood	54480		WH/B43/FLR	PSTN/ ROD ASSY: 16-1/4", 2ND STGE,		EA			1	18,408.45	100.0%	18,408.45
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: GMWE PWR,FITS GMWE-12		EA			1	3,223.36	100.0%	3,223.36
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWA		EA			1	21,945.24	100.0%	21,945.24
North Warehouse	Fieldwood	56001		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING		EA			5	725.83	100.0%	725.83
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN		EA			7	635.76	100.0%	635.76
North Warehouse	Fieldwood	56633		B3/B5B53	KT: RPR CYL, TLA PWR		EA			5	725.10	100.0%	725.10
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSHT		EA			1	6,085.04	100.0%	6,085.04
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA		EA			1	3,377.74	100.0%	3,377.74
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV		EA			1	2,135.23	100.0%	2,135.23
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG		EA			1	7,817.91	100.0%	7,817.91
North Warehouse	Fieldwood	56653		WH/B43/S2, TOP IN BACK	PSTN: TLA 2ND STGE		EA			1	20,689.57	100.0%	20,689.57
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE		EA			1	22,170.79	100.0%	22,170.79
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER		EA			1	1,136.85	100.0%	1,136.85
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE		EA			1	3,188.27	100.0%	3,188.27
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP		EA			1	1,789.07	100.0%	1,789.07
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER		EA			1	2,514.18	100.0%	2,514.18
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD		EA			4	397.17	100.0%	397.17
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL		EA			1	1,898.39	100.0%	1,898.39
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP		EA			2	3,800.42	100.0%	3,800.42
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE		EA			1	1,745.35	100.0%	1,745.35
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA		EA			2	626.73	100.0%	626.73
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR		EA			3	1,286.24	100.0%	1,286.24
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR		EA			3	1,187.86	100.0%	1,187.86
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRSSR: TLA TIMER DR		EA			2	739.68	100.0%	739.68
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL		EA			6	2,288.27	100.0%	2,288.27
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSHT		EA			1	6,512.01	100.0%	6,512.01
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA MATL NO DRAW TYP E		EA			1	9,300.03	100.0%	9,300.03
North Warehouse	Fieldwood	56806		B3/B6/S1	ROD: TLA W/LCKNG STDDS & PN SZ W/RD CAP		EA			1	24,799.27	100.0%	24,799.27
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN		EA			1	23,760.81	100.0%	23,760.81
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG		EA			1	3,917.02	100.0%	3,917.02
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA		EA			2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST		EA			1	980.17	100.0%	980.17
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR		EA			6	4,339.69	100.0%	4,339.69
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS		EA			1	1,012.96	100.0%	1,012.96
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NZZLE		EA			2	8,435.25	100.0%	8,435.25
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSHT		EA			1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD		EA			1	12,227.14	100.0%	12,227.14

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WIP%	Net Value
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDDS: STEP, CYL W/ NUTS 4 SUCT		EA		24	72.87	100.0%	72.87
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL, HYD, I/BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71939		B2/B4/S	CYL: COMPRESSR, 8", W/ ALL HD STDDS & NTS		EA		1	6,558.73	100.0%	6,558.73
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D		EA		8	153.04	100.0%	153.04
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: CMPRSSR, 8", W/ 1B HEAD & P. GL ND		EA		1	3,497.99	100.0%	3,497.99
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP, C.I., W/2 STEEL DONUTS		EA		1	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN		EA		1	1,289.88	100.0%	1,289.88
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSSH: GUIDE, WBF-74, BORE		EA		1	3,279.36	100.0%	3,279.36
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL		EA		1	2,040.49	100.0%	2,040.49
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" L X 11-1/1 4" W		EA		6	364.37	100.0%	364.37
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND		EA		2	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE		EA		2	728.75	100.0%	728.75
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS		EA		3	655.87	100.0%	655.87
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D		EA		16	510.12	100.0%	510.12
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTIC'LD, GMVC		EA		1	1,366.40	100.0%	1,366.40
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT		EA		1	6,635.24	100.0%	6,635.24
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP		EA		1	1,923.89	100.0%	1,923.89
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD		EA		1	1,689.76	100.0%	1,689.76
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" US'D C7120-3A 3172		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP, HYD: 5.2gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP, HYD: 1.9gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA		EA		3	852.63	100.0%	852.63
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV		EA		3	1,093.12	100.0%	1,093.12
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV		EA		6	655.87	100.0%	655.87
North Warehouse	Fieldwood	197167		WH/B25/S2	TRBCHGR: VTC254 BBC W/MINTNG GSKT		EA		1	33,066.91	100.0%	33,066.91
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGTN SIZE 9- 1/4"		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGTN, SIZE 7"		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGTN SIZE 7.007		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE		EA		1	16,560.78	100.0%	16,560.78
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR		EA		1	17,289.53	100.0%	17,289.53
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR		EA		1	6,194.35	100.0%	6,194.35
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 206HS, RAT 1.262-1		EA		1	29,149.89	100.0%	29,149.89
North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT		EA		1	21,060.80	100.0%	21,060.80
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD		EA		1	18,346.21	100.0%	18,346.21
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRSSR		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRESSR, NO STDDS F/VLV CAPS		EA		1	14,574.95	100.0%	14,574.95
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRESSR #10674-E I/R-RDS		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRESSR W/ 11.287 BORE		EA		1	13,117.45	100.0%	13,117.45
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRESSR I/R- RDS		EA		1	9,327.97	100.0%	9,327.97
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE		EA		1	3,643.74	100.0%	3,643.74
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR		EA		1	22,226.79	100.0%	22,226.79
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CMSD 4X6X10.5		EA		1	65,000.00	100.0%	65,000.00
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG		EA		1	22,117.48	100.0%	22,117.48
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399		EA		1	-	100.0%	-
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM		EA		1	-	100.0%	-
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD		EA		1	2,379.02	100.0%	2,379.02
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRSSR		EA		1	4,733.25	100.0%	4,733.25
North Warehouse	Fieldwood	233282		Linear Controls	ENG:NG,235hp,1200rpm		EA		1	26,909.80	100.0%	26,909.80
North Warehouse	Fieldwood	233305		B1/Floor	ENG:DIESEL,318hp,8,2100 rpm		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN:DIESEL,30kW,208/48 0V,AC,1800rpm,3ph		EA		1	9,291.53	100.0%	9,291.53
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRSSR		EA		1	3,079.21	100.0%	3,079.21
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRSSR		EA		1	2,309.41	100.0%	2,309.41
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR		EA		1	3,849.02	100.0%	3,849.02
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHRS F/13"		EA		12	173.21	100.0%	173.21

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WIP%	Net Value
North Warehouse	Fieldwood	241182		B3/B10,11,12/FLR	PSTN: VRA CLRK PWR		EA		6	2,169.33	100.0%	2,169.33
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN		EA		1	11,708.19	100.0%	11,708.19
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON		EA		4	1,255.26	100.0%	1,255.26
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN		EA		2	1,196.78	100.0%	1,196.78
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12		EA		1	8,409.66	100.0%	8,409.66
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL		EA		12	148.50	100.0%	148.50
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL		EA		6	111.47	100.0%	111.47
North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C		EA		4	857.27	100.0%	857.27
North Warehouse	Fieldwood	251608		B2/Yard	ENG		EA		1	-	100.0%	-
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRESSR CMLPT		EA		1	4,862.67	100.0%	4,862.67
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON		EA		2	238.14	100.0%	238.14
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON		EA		2	223.27	100.0%	223.27
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON		EA		3	139.85	100.0%	139.85
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001		EA		1	6,451.03	100.0%	6,451.03
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201		EA		1	18,426.94	100.0%	18,426.94
North Warehouse	Fieldwood	329558		Linear Controls	ENG:NG,423hp,12,7in,H2 0,900rpm		EA		1	84,000.00	100.0%	84,000.00
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201		EA		1	33,442.43	100.0%	33,442.43
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR,ELEC:TEFC,3600rpm, 150hp,445LP		EA		1	7,220.06	100.0%	7,220.06
North Warehouse	Fieldwood	370132		Linear Controls	ENG:NG,85-220hp,1905in3,6,7IN		EA		1	60,750.95	100.0%	60,750.95
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK,4"WX10"LX4"H,ATM OS,EXT,16" PFLA		EA		1	26,250.00	100.0%	26,250.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15" X 230 WP L.P. Horizontal Separator (No Skid)	?	EA		1	4,850.00	100.0%	4,850.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	Eugene Island Block#266-B	EA		1	1,770.00	100.0%	1,770.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	?	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	South Marsh Island 11-N	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	South Marsh Island 11	EA		1	820.00	100.0%	820.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	?	EA		1	1,625.00	100.0%	1,625.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	?	EA		1	1,895.00	100.0%	1,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	South Marsh Island 10	EA		1	1,455.00	100.0%	1,455.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	South Marsh Island Block# 48 E	EA		1	4,120.00	100.0%	4,120.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	High Island Block# 467 A	EA		1	8,145.00	100.0%	8,145.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	N/A	EA		1	4,175.00	100.0%	4,175.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	N/A	EA		1	3,895.00	100.0%	3,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12' 6" X 125# W.P. Horizontal Skimmer with Skid	N/A	EA		1	3,215.00	100.0%	3,215.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7' 6" X 275 W.P. Vertical Separator with Skid	N/A	EA		1	1,210.00	100.0%	1,210.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10' X 1480 W.P. Horizontal Separator with Skid	N/A	EA		1	2,150.00	100.0%	2,150.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	N/A	EA		1	1,385.00	100.0%	1,385.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6' X 150# W.P. Vertical Scrubber Vessel with Skid	N/A	EA		1	1,665.00	100.0%	1,665.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4' X 250 WP Vertical Scrubber Vessel w/Skid	From Offshore Specialty Fabricators in Houma	EA		1	1,570.00	100.0%	1,570.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8' W X 22' 6" L X 10' 1" T	Eugene Island Block# 212 "A"	EA		1	12,275.00	100.0%	12,275.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	Eugene Island Block# 212 "A"	EA		1	235.00	100.0%	235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	Eugene Island Block# 212 "A"	EA		1	355.00	100.0%	355.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	West Cameron Block# 165 "A"	EA		1	295.00	100.0%	295.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,155.00	100.0%	1,155.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,490.00	100.0%	1,490.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WIP%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	High Island Block# A595 "CF"	EA		1	475.00	100.0%	475.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	Main Pass Block# 140-A	EA		1	5,025.00	100.0%	5,025.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	Vermilion Block# 60-A	EA		1	3,375.00	100.0%	3,375.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Flootation Unit (4M Spinsep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	West Cameron Block# 68-A	EA		1	655.00	100.0%	655.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBO-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg, MFG 1982)	West Cameron Block# 68-A	EA		1	865.00	100.0%	865.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBO-4502) (60" X 15") (1440 @ 100 Deg-Yr Built 1982)	West Cameron Block# 68-A	EA		1	1,435.00	100.0%	1,435.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	West Cameron Block# 68-A	EA		1	1,775.00	100.0%	1,775.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	East cameron Block# 320-A	EA		1	3,545.00	100.0%	3,545.00
Viking - Henderson	Viking Fabricators, LLC				Handrails		EA		179	315.00	100.0%	315.00
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES		EA		1	763.87	100.0%	763.87
Viking - Youngsville	Viking Fabricators, LLC				12'-6" LONG LADDER CAGES		EA		84	1,291.85	100.0%	1,291.85
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS		EA		81	622.75	100.0%	622.75
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS		EA		107	1,236.43	100.0%	1,236.43
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	7,155	1	5,545.13	100.0%	5,545.13
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE,		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONV. ASSY, SUBSEA TREE, 4" X 2"-10M,		EA	80,000	1	62,000.00	100.0%	62,000.00
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOLTREE.		EA	66,000	1	51,150.00	100.0%	51,150.00
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID		EA	1,850	1	1,433.75	100.0%	1,433.75
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,		EA	1,400	1	1,085.00	100.0%	1,085.00
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP		EA	5,800	1	4,495.00	100.0%	4,495.00
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,		EA	6,200	1	4,805.00	100.0%	4,805.00
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15		EA	20,500	1	15,887.50	100.0%	15,887.50
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124129-01	265340930	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER, STM-15,		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLS-KID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL		EA	900	1	697.50	100.0%	697.50
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLS-KID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.		EA	2,500	1	1,937.50	100.0%	1,937.50
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROIKA TOOL SHED		EA		1	15,000.00	100.0%	15,000.00
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	WIP%	Net Value
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/PIGGING LOOP/		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11170112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL, RETAINER SLEEVE,		EA	400	1	310.00	100.0%	310.00
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125		EA	300	4	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2156773-02	11322641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN		EA	600	1	465.00	100.0%	465.00
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP		EA	5,000	1	3,875.00	100.0%	3,875.00
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod		EA	3,000	1	2,325.00	100.0%	2,325.00
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID		EA	1,000	1	775.00	100.0%	775.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	W%	Net Value
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC		EA	100	1	77.50	100.0%	77.50
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING		EA	8,500	1	6,587.50	100.0%	6,587.50
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	8,000	1	6,200.00	100.0%	6,200.00
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI		EA		1	82,625.00	100.0%	82,625.00
Linear - Lafayette	Linear Controls		Serial.# 48799		Waukesha Engine L3711		EA		1	51,250.00	100.0%	51,250.00
Linear - Lafayette	Linear Controls		Serial.# 1029776		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.# 218794		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial.#396632		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Linear - Lafayette	Linear Controls		Serial.# 362530		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Whitco - Broussard	Whitco Supply	357501			1" x 3' x 20' Galvanized Grating		EA		106	395.00	100.0%	395.00
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3' x 20' Galvanized Grating		EA		-	598.00	100.0%	598.00
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		10	400.65	100.0%	400.65
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		35	555.67	100.0%	555.67



Cash and other balances to be determined at effective date

**Surety Bonds in favor of FWE I:**

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
3/6/19	B011964	\$300,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.	U.S. Specialty Insurance Company	Fieldwood Energy LLC
3/6/19	B011963	\$450,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.;BOEM	U.S. Specialty Insurance Company	Fieldwood Energy LLC; BOEM
11/29/18	N-7001005	\$2,366,855	OCS-0810; OCS-0812	Northstar Offshore Ventures LLC; SanareEnergy Partners, LLC; Fieldwood Energy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
3/9/18	N-7000930	\$2,640,126	OCS-G11691	Monforte Exploration L.L.C.; FieldwoodEnergy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
2/13/18	1149835	\$250,000	OCS-G03587	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149836	\$1,000,000	OCS-G03171	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149838	\$2,500,000	OCS-G01216;OCS-G01217	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
5/1/16	RLB0016261	\$1,514,600	2 A; ROW G12732;ROW G13	Whitney Oil & Gas, LLC; Apache Corporation; GOM Shelf LLC	RLI Insurance Company	Apache Corporation; GOM Shelf LLC

**Subsidiaries:**

GOM Shelf LLC

FW GOM Pipeline Inc.

**Equity Interests:**

Paloma Pipeline Company - 9.65%

SP 49 LLC - 33.33% (owned by FW GOM Pipeline Inc.)

Exhibit I-J

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	RT	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 1	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP 2	5/1/2003		5000	Fieldwood En	50.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	RT	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 1	6/1/2000		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP 2	6/1/2000		5000	Fieldwood En	50.0%	PROD
VERMILION 362/371	VR 362	G10687	Federal	RT	6/1/1989		5,000	Fieldwood En Off	100.0%	UNIT
VERMILION 362/371	VR 362	G10687	Federal	OP	6/1/1989		5,000	Fieldwood En Off	16.7%	UNIT
VERMILION 362/371	VR 363	G09522	Federal	RT	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 1	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 363	G09522	Federal	OP 2	5/1/1988		5,000	Fieldwood En Off	33.3%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	OP 3	5/1/1988		5,000	Fieldwood En	50.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	RT	7/1/1988		5,000	Fieldwood En Off	100.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	OP	7/1/1988		5,000	Fieldwood En Off	16.7%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	RT	11/1/1980		5,000	Fieldwood En	37.5%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	OP	11/1/1980		5,000	Fieldwood En	18.8%	ACTIVE

Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308

Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermillion 371

All other right, title and interest of FWE in any assets to the extent such assets relate to any of the foregoing leases or rights of way.

Exhibit I-K(i)

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	e Cur Acre	Operator	WI		Lease Status
EAST CAMERON 2 - (SL LA)	EC 2	SL18121	SL - LA	WI	5/12/2004	11/6/2020	220	Fieldwood	50.0%		RELINQ
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	eldwood E	7.69%		PROD
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	eldwood E	7.69%		RELINQ
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	eldwood E	6.00%		PROD
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	dwood En	0.042%		UNIT
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	dwood En	0.04%		UNIT
SOUTH TIMBALIER 205/206	ST 205	G05612	Federal	ORRI	7/1/1983		5,000	eldwood E	2.0%		PROD

Knight Default  
 Knight Default  
 Tammany Default  
 Hillcrest GOM Default in Unit  
 Hillcrest GOM Default in Unit

Exhibit I-K(ii)

Asset Name	FWE Acct. Code	Lease Number	API	WI	NRI
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500	7.7%	5.4%
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400	7.7%	5.4%
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600	7.7%	5.4%
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600	50.0%	37.3%
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001	35.0%	29.1%
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800	43.1%	29.7%
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800	42.9%	35.7%
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000	15.8%	12.2%
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000	15.8%	12.2%
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500	15.8%	12.2%
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700	15.8%	12.2%
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800	0.042%	TA
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901	25.0%	20.8%
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601	25.0%	20.8%
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101	25.0%	TA
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000	25.0%	TA
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300	25.0%	TA
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100	25.0%	TA
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200	25.0%	TA
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300	25.0%	TA
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400	25.0%	TA
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702	25.0%	TA
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001	25.0%	20.8%
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000	25.0%	20.8%
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001	6.0%	4.9%
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701	0.0%	2.0%
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301	0.0%	2.0%

Exhibit I-K(iii)

Asset Name	FWE Acct. Code	Base Number	Area/Block	WI
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	7.69%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	6.00%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	6.00%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	0.04%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	25.00%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	25.00%
MATAGORDA IS 487 P/F-L(SL)	MI487LSL	MF-88562	MI487	15.80%
MATAGORDA IS 519 P/F-L - SL	MI519LSL	MF-88562	MI519	15.80%
Venice Dehydration Facility (South Pass Dehydration Station)	VENICEDHYD			64.80%
Tivoli Plant	TIVOLIPL			43.86%
MI 519 Bay City Compressor Station	MI519BAY			18.10%
Vermilion 76 Onshore Scrubber	VR76SCRUB			6.08%
Grand Chenier Separation Facility	GRCHENPF			72.08%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.00%



Exhibit II-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
BRETON SOUND 41	BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Fieldwood En Off	10.0%	TERMIN
BRETON SOUND 41	BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Fieldwood En Off	25.0%	TERMIN
EAST CAMERON 257	EC 257	G21580	Federal	OP 1	7/1/2000	2/2/2018	5,000	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01772	Federal	OP 1	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 241	G01773	Federal	RT	7/1/1968	8/2/2014	1,440	Fieldwood En Off	100.0%	TERMIN
GALVESTON 241	GA 255	G01777	Federal	RT	7/1/1968	4/3/1998	5,760	Fieldwood En Off	100.0%	TERMIN
GRAND ISLE 83	GI 83	G03793	Federal	RT	6/1/1978	11/26/2019	5,000	Fieldwood En Off	100.0%	TERMIN
HIGH IS. A-446	HI A-446	G02359	Federal	RT	8/1/1973	4/12/2016	5,760	Bandon O&G	100.0%	TERMIN
HIGH ISLAND A-446	HI A-447	G02360	Federal	RT	8/1/1973	9/4/2010	5,760	Bandon O&G	100.0%	TERMIN
MAIN PASS 154	MP 154	G10902	Federal	RT	7/1/1989	7/29/2000	4,995	Fieldwood En Off	100.0%	TERMIN
MAIN PASS 29/112/114/116/118/125	MP 112	G09707	Federal	RT	6/1/1988	4/19/2017	4,995	Fieldwood En Off	100.0%	RELINQ
SOUTH MARSH IS. 39	SM 39	G16320	Federal	RT	7/1/1996		5,000	Fieldwood En Off	50.0%	PROD
SOUTH TIMBALIER 242	ST 242	G23933	Federal	RT	6/1/2002	5/7/2019	5,000	Fieldwood En Off	60.0%	TERMIN
VERMILION 315/332	VR 314	G05438	Federal	OP 2	7/1/1983		5,000	Fieldwood En Off	50.0%	PROD
VERMILION 315/332	VR 315	G04215	Federal	OP 1	1/1/1980	3/7/2012	5,000	Dynamic Off Res	50.0%	TERMIN
VERMILION 315/332	VR 332	G09514	Federal	OP 1	7/1/1988		5,000	Fieldwood En	67.0%	PROD
VERMILION 315/332	VR 332	G09514	Federal	RT	7/1/1988		5,000	Fieldwood En	100.0%	PROD
VERMILION 315/332	VR 333	G14417	Federal	RT	7/1/1994	11/29/1999	4,201	Fieldwood En Off	67.0%	TERMIN
VIOSCA KNOLL 113	VK 113	G16535	Federal	RT	6/1/1996	2/23/2020	5,760	Fieldwood En Off	100.0%	TERMIN
VIOSCA KNOLL 251/340/384	VK 251	G10930	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
VIOSCA KNOLL 251/340/384	VK 340	G10933	Federal	OP 1	7/1/1989		5,760	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 100	WC 100	G22510	Federal	RT	7/1/2001	6/13/2018	5,000	Fieldwood En Off	100.0%	RELINQ
WEST CAMERON 289/290/294	WC 290	G04818	Federal	OP 1	9/1/1981	7/21/2020	5,000	Fieldwood En Off	50.0%	TERMIN

Exhibit II-B

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 257 #001	EC25701	G21580	177044102500
GALVESTON 241 #A005	GA241A05	G01772	427064001500
GALVESTON 241 #A006	GA241A06	G01773	427064001700
GALVESTON 241 #A010	GA241A10	G01773	427064001402
GALVESTON 255 #A002	GA255A02	G01777	427063002300
GALVESTON 255 #A003	GA255A03	G01777	427064000500
GRAND ISLE 083 #A002	GI083A02	G03793	177174011002
GRAND ISLE 083 #A003	GI083A03	G03793	177174030200
GRAND ISLE 083 #B001	GI083B01	G03793	177174097400
GRAND ISLE 083 #B002	GI083B02	G03793	177174098000
GRAND ISLE 083 #B003	GI083B03	G03793	177174098100
HIGH ISLAND A-446 #A001	HIA446A01	G02359	427094055400
HIGH ISLAND A-446 #A002B	HIA446A02	G02360	427094055700
HIGH ISLAND A-446 #A004	HIA446A04	G02359	427094056300
HIGH ISLAND A-446 #A005	HIA446A05	G02359	427094057700
HIGH ISLAND A-446 #A006	HIA446A06	G02359	427094056700
HIGH ISLAND A-446 #A007	HIA446A07	G02359	427094056800
HIGH ISLAND A-446 #A008	HIA446A08	G02359	427094057400
HIGH ISLAND A-446 #A009	HIA446A09	G02359	427094060200
HIGH ISLAND A-446 #A010	HIA446A10	G02359	427094058300
HIGH ISLAND A-446 #A011	HIA446A11	G02359	427094058700
HIGH ISLAND A-446 #A012	HIA446A12	G02359	427094059400
HIGH ISLAND A-446 #A014	HIA446A14	G02359	427094060900
HIGH ISLAND A-446 #A015	HIA446A15	G02359	427094061300
HIGH ISLAND A-446 #A016	HIA446A16	G02359	427094062300
MAIN PASS 154 #A001	MP154A01	G10902	177244060400
MAIN PASS 154 #A002	MP154A02	G10902	177244069000
SOUTH MARSH IS 039 #A001	SM039A01	G16320	177074077000
SOUTH MARSH IS 039 #B001	SM039B01	G16320	177074074702
SOUTH MARSH IS 039 #B002	SM039B02	G16320	177074076102
SOUTH MARSH IS 039 #C001	SM039C01	G16320	177074077900
SOUTH MARSH IS 039 #C002	SM039C02	G16320	177074078000
SOUTH MARSH IS 039 #C003	SM039C03	G16320	177074078200
SOUTH MARSH IS 039 #C004	SM039C04	G16320	177074810200
SOUTH TIMBALIER 242 #A001	ST242A01	G23933	177164032800
VERMILION 314 #A009	VR314A09	G05438	177064076900
VERMILION 332 #A001	VR332A01	G09514	177064069400
VERMILION 332 #A002	VR332A02	G09514	177064069900
VERMILION 332 #A003	VR332A03	G09514	177064072300
VERMILION 332 #A005	VR332A05	G09514	177064077802
VERMILION 332 #A006	VR332A06	G09514	177064077901
VERMILION 333 #A004	VR333A04	G14417	177064072600
VIOSCA KNOLL 113 #A001	VK113A01	G16535	608164039101
VIOSCA KNOLL 251 #A001	VK251A001	G10930	608164029800
VIOSCA KNOLL 251 #A002	VK251A002	G10930	608164034501
VIOSCA KNOLL 251 #A003	VK251A003	G10930	608164041500
VIOSCA KNOLL 251 #A004	VK251A004	G10930	608164042101
VIOSCA KNOLL 340 #A001	VK340A01	G10933	608164038800

Asset Name	FWE Acct. Code	Lease Number	API
VIOSCA KNOLL 340 #A002	VK340A02	G10933	608164044400
WEST CAMERON 100 #A001	WC100A01	G22510	177004112100
WEST CAMERON 100 #A002	WC100A02	G22510	177004112602
WEST CAMERON 100 #A003	WC100A03	G22510	177004117102
WEST CAMERON 100 #A004	WC100A04	G22510	177004118100
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EAST CAMERON 257 P/F-A	EC257PFA	G21580	EC257	100.0%
GALVESTON 255 P/F-A	GA255PFA	G01777	GA255	100.0%
GRAND ISLE 083 P/F-A	GI083PFA	G03793	GI083	100.0%
GRAND ISLE 083 P/F-B	GI083PFB	G03793	GI083	100.0%
HIGH ISLAND A-446 P/F-A	HIA446PFA	G02359	HIA446	100.0%
MAIN PASS 154 P/F-A	MP154PFA	G10902	MP154	100.0%
SOUTH MARSH IS 039 P/F-A	SM039PFA	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-B	SM039PFB	G16320	SM039	100.0%
SOUTH MARSH IS 039 P/F-C	SM039PFC	G16320	SM039	100.0%
SOUTH TIMBALIER 242 P/F-A	ST242PFA	G23933	ST242	60.0%
VERMILION 315 P/F-A	VR315PFA	G04215	VR315	100.0%
VERMILION 315 P/F-A-AUX	VR315PFAAU	G04215	VR315	100.0%
VERMILION 332 P/F-A	VR332PFA	G09514	VR332	80.2%
VIOUCA KNOLL 113 P/F-A	VK113PFA	G16535	VK113	100.0%
VIOUCA KNOLL 251 P/F-A	VK251PFA	G10930	VK251	100.0%
VIOUCA KNOLL 251 P/F-A-AUX	VK251PFAAU	G10930	VK251	100.0%
VIOUCA KNOLL 340 P/F-A	VK340PFA	G10933	VK340	100.0%
WEST CAMERON 100 P/F-A	WC100APLT	G22510	WC100	100.0%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	0.0%

None

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
5911	Bandon Oil and Gas, LP	GI	83	A	GI	82	16 SSTI	6	GAS	Permitted for Abandonment	G04355	G03793
9006	Fieldwood Energy, LLC	MP	112	#02	MP	117	08 SSTI	6	BLKG	Permitted for Abandonment Approved	G11738	G09707
15220	Fieldwood Energy Offshore LLC	ST	242	A	SS	283	24 SSTI	8	G/C	Permitted for Abandonment	G26891	G23933
19427	Fieldwood Energy, LLC	VK	113	A	CA	43	A	4	BLKG	Out of Service	G29321	G16535
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
7298	Dynamic Industries, Inc	VR	315	A	VR	331	06 SSTI	6	OIL	Out of Service	G07545	G04215
10736	Dynamic Industries, Inc	VR	332	A	VR	315	A	8	BLKG	Out of Service	G15672	G09514
10737	Dynamic Industries, Inc	VR	332	A	VR	315	A	6	LIFT	Out of Service	G15673	G09514
14210	Fieldwood Energy Offshore LLC	WC	100	A	WC	102	30" SSTI	8	G/C	Permitted for Abandonment Approved	G24699	G22510
13864	Fieldwood Energy, LLC	WC	100	A	WC	102	30 SSTI	8	G/C	Permitted for Abandonment Approved	G24253	G22510
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818



Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
GA	255	A	10050	G30195	G01777	Fieldwood Energy Offshore LLC	06/12/13	GA 241 A005 & B004
MP	154	A	24171	G30337	G10902	Fieldwood Energy Offshore LLC	02/03/17	MP 154 A001 & A002
VR	315	A	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	VR 332 A001, A002, A005 & A006
VR	315	A-AUX	22981	G30213	G04215	Fieldwood Energy Offshore LLC	11/26/13	Production from VR 315 A RUE
WC	289	A-PROCESS	23036	G14262	G04818	Fieldwood Energy LLC	12/03/93	ROW accessory PF WC 289 A

None

Contract Type	Contract Date	Contract Title	Contract Description
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	1/1/1987	Joint Operating Agreement	Joint Operating Agreement 1-1-87
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoran Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Coporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & Fur Co., Inc., dated effective January 21,1994. Preferential Right to Purchase - 15 Days. (Section 26.2)
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on theViosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc.(as a working interest owner).
Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	9/20/1995	OA	Operating Agreement eff. 9-20-95 b/b Samedan and Walter
Land	7/1/1996	JOA	7.1.1996 SM 39 Joint Operating Agreement, as amended
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation,concerning of the OCSG 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i) of Section m. "Overhead", andimade effective January 1,2000.
Land	8/5/2000	Transfer Agreement	Transfer of Ownership and Title Agreement, made and entered into August 5, 2000, by and between Bonray,Inc.; Energen Resources Corporation; Forcenergy Inc; Gardner Offshore Corporation; Guifstar Energy, Inc;; Gulfstream Energy Services, Inc.; Liberty Energy Gulf Corporation; Range Energy Ventures Corporation; and V.Saia Energy Interests, Inc., as Seller, to Range Resources Corporation and Chevron U.S.A. Inc., concerning the sale of the Main Pass Block 154 Platform "A" and the wells OCS-G 10902 No. A001 and OCS-G 10902 No. A002, all as more fully described in said document.
Land	8/5/2000	ABOS	Bill of Sale, Conveyance and Quit Claim, dated effective August 5, 2000, from Energen Resources Corporation to Chevron •U.S.A. Inc., covering Energeh's right, title 'and interests in and to the.'Main Pass Block 154 Platform"A" and the wells OCS-G 10902. No. A001 and OCS-G 10902 No. A002. all as more fully described in said document.
Land	10/23/2000	Letter Agreement	Letter Agreement, dated October 23, 2000, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Annual Reciprocity Notice Regarding Conveyance to Chevron U.S.A. Inc. of Main Pass Black 154, South and East Addition Platform "A" arid TwoWells Thereon, Federal OCS, Offshore Alabama."
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc.and Williams Field Services - Gulf COperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf COperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit,Agreement No. 754394013, effective November 8, 2000
Land	11/1/2001	Letter Agreement	Letter Agreement, dated November 1, 2001, between Range Resources Corporation and Chevron U.S.A. Inc.,entitled "Satisfaction and Accord of Seller's P&A Obligation, Release and Discharge of Surety Bond Requirement, Amwest Surety Bond No. 15005293, Main Pass Block 154, So. and East Add."
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving.a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394b1'3, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farmee)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. andWestport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully, provided'for and described therein.
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit Cfor theViosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to?Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1,2004, by and between Chevron Uis.A. Inc. and-Noble Energy, Inc
Land	9/1/2004	JOA	Operating Agreement eff. 9-1-04

Land	10/14/2004	Letter Agreement	Letter Agreement, dated October. 14, 2004, between Ghevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terin's, Viosca Knoll 251 "A" Platform Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18; 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca Knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	11/1/2005	Partition and Redemption Agreement	Partition and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 A5 Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assingor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Filedwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: MP 77, 78 and VK 251, 252, 340 Fields
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc.: Release and Settlement Agreement
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc., and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E & R America Offshore, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
PHA VR 315/VR 332 A01 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A02 and VR 333	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and CANNAT ENERGY INC. and CANNAT ENERGY INC.
PHA VR 315/VR 332A05	10/15/1995	PRODUCTION HANDLING AGMT	PHA VR 315/VR 332 and VR 333 by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-22 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WILL74 OP&MN FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco

Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	ISCT Contract	ISCT Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Texas Eastern and Texas Eastern
Marketing Gas - Transport	10/1/2014	IT Gathering	Pelican Pipeline by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Transport & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & El 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT Retrograde & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & El 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2012	IT PTR & Discount Letter	Searobin West Discounted Trans =.1758 plus Discounted Gathering .0642 = total discounted rate - \$.24 - Discount only for SMI 39 & El 337 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Third Coast Midstream LLC (formerly Panther Operating Company, LLC) and Third Coast Midstream LLC (formerly Panther Operating Company, LLC)
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Oil Liquids Transporation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	9/1/2012	Amendment No. 3 to Retrograde Condensate Separation Agreement	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Retrograde Condensate Separation Agreement	3/1/2018	Amendment No. 5 to Retrograde Condensate Separation Agreement No. 2393	Retrograde Condensate Separation by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0065	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0069	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/19/2020	STUSCO CONTRACT REF. NO. - CL69LP0071	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	8/11/2020	STUSCO CONTRACT REF. NO. - CLP0003964	STUSCO buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Shell Trading (US) Company and Shell Trading (US) Company
Crude Sales	1/31/2014	Term Evergreen Lease Purchase	Chevron buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Chevron Products Company and Chevron Products Company
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC

MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/24/2012	PROCESSING AGREEMENT- 2ND AMENDMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/1995	CONTRUCTION/OPERATING (NI)	CONTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/1/2010	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/18/2010	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011	BALLOT TO EXTEND MCMORAN GPA THOROUGH 12/31/2011 by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2010	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT	BALLOT TO AMEND EXHIBIT E TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	6/1/2012	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT	EXHIBIT B-1 COMMITMENT FORM TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT	BALLOT TO APPROVE ENTERPRISE AS PLANT OPERATOR TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/2012	APPROVAL OF AFES TO C&O AGREEMENT	APPROVAL OF AFES TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	9/25/2013	BALLOT TO C&O AGREEMENT	BALLOT TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/6/2013	REVISED EXHIBIT C TO C&O AGREEMENT	REVISED EXHIBIT C TO C&O AGREEMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/1/2000	SERVICE-DEHYDRATION (NI)	SERVICE-DEHYDRATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2000	SERVICE-FRACTIONATION (NI)	SERVICE-FRACTIONATION (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/1992	BASE	BASE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/1995	CONSTRUCTION/OPERATING (NI)	CONSTRUCTION/OPERATING (NI) by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/13/1998	RAW MAKE	RAW MAKE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	11/13/1998	AMENDMEMT	AMENDMENT by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/31/2001	LIQ EXCHANGE	LIQ EXCHANGE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/1/2005	GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/20/2008	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	– IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	10/1/2003	PSA	By and Between UNOCAL, Pure Resources, L.P., Pure Partners, L.P. and SPN Resources, LLC (Fieldwood SP)
Land	5/16/2001	JOA	Unocal and Callon dated 5/16/2001 but effective 2/14/2001
Land	8/1/2010	JOA	Amdt to JOA dated 5/16/2001 by and between Unocal and Callon
Land	11/28/1979	OA	McMoRan et al
Land	2/18/2000	OA	b/b Chevron and Samedan



None

Exhibit III-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
MYETTE POINT - ONSHORE	-	14519	SL - TX	WI	-	-	-	-	50.0%	UNIT
MYETTE POINT - ONSHORE	-	14520	SL - TX	WI	-	-	-	-	50.0%	UNIT
MYETTE POINT - ONSHORE	-	14914	SL - TX	WI	-	-	-	-	65.6%	UNIT
SOUTH PASS 42/43 FED / SL LA	-	16869	SL - LA	WI	-	-	-	-	100.0%	PROD
EUGENE ISLAND 010 (SL 19269) - (SL LA)	-	19266	SL - LA	WI	-	-	-	-	17.3%	ACTIVE
FRANKLIN GAP	-	JMB Partnership	Onshore		2/6/2019				100.0%	-
FRANKLIN GAP	-	JMB Partnership	Onshore		2/25/2018				100.0%	-
FRANKLIN GAP	-	Richardson A Caffery et al	Onshore		2/1/2016				100.0%	-
FRANKLIN GAP	-	Caroline Baker Trust No 1	Onshore		1/22/2016				100.0%	-
ONSHORE/ STATE LEASE	-	19051	SL - LA	ORRI	8/9/2006			Southern Oil of Louisiana	0.2%	UNIT
WEST CAMERON 009 (SL LA)	-	18287	SL - LA	WI	-	-	-	-	44.2%	-
	-	17072	SL - LA	WI	-	-	-	-	37.8%	ACTIVE
	-	42450	SL - LA	WI	-	-	-	Fieldwood Onshore	62.5%	TERMINATED
	-	490100	SL - LA	WI	-	-	-	Ridge Exploration & Produ	100.0%	SCOPING
STATE TRACT 773	-	111650	SL - TX					TR Offshore, LLC	7.2%	ACTIVE
STATE TRACT 773	-	115727	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
STATE TRACT 773	-	114988	SL - TX					TR Offshore, LLC	7.0%	ACTIVE
	-	19334	SL - TX	WI	-	-	-	Elliott Oil & Gas Operating	75.0%	INJECTION
	-	136449	SL - TX	WI	-	-	-	TR Offshore, LLC	7.0%	ACTIVE
	-	09061	SL - TX	WI	-	-	-	Landon Browning	33.3%	TERMIN
	-	168986	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	189098	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	206882	SL - TX	WI	-	-	-	Fieldwood Onshore	100.0%	TERMIN
	-	03770	SL - LA	WI	-	-	-	-	50.0%	UNIT
BRETON SOUND 52/53 FED / SL LA	-	03770	SL - LA	WI	-	-	-	-	50.0%	UNIT
BRAZOS A-102/A-105	BA A-102	G01754	Federal	RT	6/1/1968	6/14/2020	5,760	Fieldwood En	100.0%	TERMIN
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	87.5%	PROD
BRAZOS A-102/A-105	BA A-105	G01757	Federal	RT B	7/1/1968		5,760	Fieldwood En	100.0%	PROD
BRAZOS A-133	BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
EAST BREAKS 158/159/160/161	EB 158	G02645	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 159	G02646	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	66.0%	PROD
EAST BREAKS 158/159/160/161	EB 160	G02647	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	100.0%	PROD
EAST BREAKS 158/159/160/161	EB 161	G02648	Federal	RT	7/1/1974		5,760	Fieldwood SD Off	100.0%	PROD
EAST BREAKS 165	EB 165	G02680	Federal	RT	10/1/1983		5,760	Fieldwood SD Off	100.0%	UNIT
EAST BREAKS 165	EB 209	G07397	Federal	RT	9/1/1984		5,760	Fieldwood SD Off	100.0%	UNIT
EAST CAMERON 330	EC 330	G03540	Federal	OP 1	8/1/1977	2/8/2017	5,000	Fieldwood En Off	50.0%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 1	8/1/1987		5,000	Fieldwood En Off	92.8%	TERMIN
EAST CAMERON 331/332	EC 331	G08658	Federal	OP 2	8/1/1987		5,000	Fieldwood En Off	92.8%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	RT	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 331/332	EC 332	G09478	Federal	OP 1	5/1/1988		5,000	Fieldwood En Off	88.0%	TERMIN
EAST CAMERON 349	EC 349	G14385	Federal	OP 1	5/1/1994		5,000	W & T Off	25.0%	PROD
EAST CAMERON 349	EC 350	G15157	Federal	OP 1	9/1/1995	12/27/2001	5,000	W & T Off	25.0%	TERMIN
EAST CAMERON 349	EC 356	G13592	Federal	RT	9/1/1992	12/29/1999	5,000	W & T Off	25.0%	RELINQ
EAST CAMERON 371	EC 371	G02267	Federal	CONT	2/1/1973	3/31/2010	5,000	Talos ERT	25%	TERMIN
EUGENE IS. 100	EI 100	00796	Federal	Contractual	5/1/1960	-	5,000	Fieldwood En	100.0%	PROD
EUGENE IS. 173/174/175	EI 175	00438	Federal	OP 1	12/1/1954	-	5,000	Fieldwood En	25.0%	PROD
EUGENE IS. 307	EI 307	G02110	Federal	RT	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 311	G27918	Federal	RT	7/1/2006	9/27/2012	5,000	Dynamic Off Res	60.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	EI 312	G22679	Federal	OP 1	6/1/2001	8/7/2020	5,000	Fieldwood En	60.0%	TERMIN
EUGENE IS. 32	EI 32	00196	Federal	OP 1	11/26/1946		5,000	Cox Op	23.7%	PROD
EUGENE IS. 330	EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	17.0%	UNIT
EUGENE IS. 342/343	EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	TERMIN
EUGENE IS. 53	EI 53	00479	Federal	OP 1	12/1/1954		5,000	Fieldwood En	11.1%	PROD
EUGENE IS. 62/63/77	EI 63	00425	Federal	RT	12/1/1954	10/20/2003	5,000	Fieldwood En Off	100.0%	TERMIN
EWING BANK 782/826 / ST 291	EW 782	G05793	Federal	CONT	7/1/1983	3/25/1994	1093	Fieldwood En	100.0%	TERMIN
GALVESTON 151	GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.0%	TERMIN
GALVESTON 210	GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	16.7%	PROD
GALVESTON 210	GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	33.0%	PROD
GALVESTON A-155	GA A-155	G30654	Federal	RT	10/1/2006	5/14/2018	5,760	Peregrine O&G	10.8%	TERMIN
GREEN CANYON 157	GC 157	G24154	Federal	RT	6/1/2002	8/15/2020	5,760	LLOG Exp Off	15.0%	TERMIN
GREEN CANYON 157	GC 201	G12210	Federal	OP	5/1/1990		5,760	Fieldwood En Off	15.0%	UNIT
GREEN CANYON 200 (Troika)	GC 245	G05916	Federal	CONT	7/1/1983		5,760	Fieldwood En Off	100.0%	TERMIN
GREEN CANYON 64/65/108/109/243	GC 64	G07005	Federal	CONT	6/1/1984	5/29/1998	5,760	Fieldwood En Off	49.0%	RELINQ
HIGH IS. A-341	HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	40.0%	PROD
HIGH IS. A-365/A-376	HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	49.6%	PROD
HIGH IS. A-365/A-376	HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	55.4%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-474	HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	12.0%	TERMIN
HIGH ISLAND A-474/489	HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	McMoran O&G	12.0%	TERMIN
HIGH IS. A-474	HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoran O&G	12.0%	TERMIN
HIGH ISLAND A-510	HI A-531	G02696	Federal	OP 1	7/1/1974	11/6/2016	5,760	Fieldwood En Off	75.0%	TERMIN
HIGH IS. A-550	HI A-550	G04081	Federal	RT	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 1	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-550	HI A-550	G04081	Federal	OP 2	10/1/1979		5,760	Fieldwood En Off	100.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-563	G02388	Federal	OP 1	8/1/1973		5,760	Cox Op	2.0%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-564	G02389	Federal	OP 1	8/1/1973	4/18/1998	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Fieldwood En	24.1%	TERMIN
HIGH IS. A-573 (382/572/573/595/596)	HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-563 (563/564/581/582)	HI A-581	G18959	Federal	RT	12/1/1997	7/1/2005	5,760	Cox Op	2.0%	TERMIN
HIGH IS. A-563 (563/564/581/582)	HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	2.3%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
HIGH IS. A-573 (382/572/573/595/596)	HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	27.6%	PROD
MOBILE BAY 861	MO 861	G05062	Federal	RT	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	100.0%	TERMIN
MOBILE BAY 861	MO 861	G05062	Federal	OP 1	4/1/1982	10/13/2009	5,198	Providence Res GOM 2	50.0%	TERMIN
MAIN PASS 101	MP 101	G22792	Federal	RT	7/1/2001	9/5/2014	4,995	Fieldwood En Off	77.5%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 1	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 109	MP 109	G22794	Federal	OP 2	5/1/2001	4/1/2016	4,995	W & T Off	33.3%	TERMIN
MAIN PASS 77	MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	73.8%	RELINQ
SOUTH PELTO 13	PL 13	G03171	Federal	OP 3	7/1/1975	5/23/2018	5,000	ANKOR En	2.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 102	G24872	Federal	RT	5/1/2003		3,113	Fieldwood En Off	100.0%	PROD
SOUTH MARSH IS. 132	SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SOUTH MARSH IS. 147	SM 139	G21106	Federal	OP 1	7/1/1999	8/22/2020	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	RT	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 142	G01216	Federal	OP 1	6/1/1962	8/7/2020	2,761	Fieldwood En Off	86.1%	TERMIN
SOUTH MARSH IS. 142 / EUGENE IS. 312	SM 143	G01217	Federal	CONT	5/1/1962	7/17/1997	2,738	Fieldwood En Off	16.0%	TERMIN
SOUTH MARSH IS. 147	SM 146	G09546	Federal	RT	7/1/1988	6/1/2012	5,000	Dynamic Off Res	100.0%	TERMIN
SOUTH MARSH IS. 147	SM 147	G06693	Federal	RT	7/1/1984	1/14/2011	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH MARSH IS. 136/137/149/150	SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SOUTH MARSH IS. 268/269/280/281	SM 268	G02310	Federal	RT	1/1/1973	9/7/2009	3,237	Fieldwood En	30.1%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	17.7%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	9.1%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	0.4%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SOUTH MARSH IS. 268/269/280/281	SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	31.9%	PROD

Exhibit III-A

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH MARSH IS. 66	SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
VERMILION 272 / SOUTH MARSH 102	SM 87	G24870	Federal	RT	5/1/2003		3,077	Castex Off	100.0%	PROD
SOUTH PASS 60	SP 17	G02938	Federal	RT	11/1/1974		962	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 37	SP 37	G0697	Federal	OP 1	10/1/1959	-	2,500	Whitney O&G	44.0%	PROD
SOUTH PASS 42/43 FED / SL LA	SP 42	G0311	SL- LA	WI	-	-	-	-	100.0%	SOP
SOUTH PASS 60	SP 59	G02942	Federal	RT	11/1/1974		1,657	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59	G02943	Federal	RT	11/1/1974		907	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 59, SP 60	G01608	Federal	RT	7/1/1967		3,510	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	RT	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 6	G03337	Federal	OP	4/1/1976		318	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 60	G02137	Federal	RT	11/1/1971		1,762	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	RT	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 61	G01609	Federal	OP 1	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SOUTH PASS 60	SP 66	G01611	Federal	RT	6/1/1967		4,310	Fieldwood En Off	100.0%	UNIT
SOUTH PASS 60	SP 67	G01612	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	UNIT
SHIP SHOAL 149	SS 149	G0434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W & T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 1	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 149	SS 149	G0434	Federal	OP 2	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SHIP SHOAL 169/182/193/194	SS 169	G0820	Federal	RT	4/1/1960		5,000	Fieldwood En	33.3%	PROD
SHIP SHOAL 177	SS 177	G0590	Federal	RT	9/1/1955		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 189	SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	1.0%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	20.9%	PROD
SHIP SHOAL 204	SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	0.2%	PROD
SHIP SHOAL 190/206/216	SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	40.0%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	27.5%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	0.3%	UNIT
SHIP SHOAL 190/206/216	SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	0.3%	UNIT
SHIP SHOAL 214	SS 214	G0828	Federal	RT	5/1/1960		5,000	W & T Off	35.5%	PROD
SHIP SHOAL 214	SS 214	G0828	Federal	OP 1	5/1/1960		5,000	W & T Off	13.5%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	19.7%	PROD
SHIP SHOAL 190/206/216	SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	0.3%	PROD
SHIP SHOAL 233/238	SS 232	G15293	Federal	RT	9/1/1995	2/10/2012	5,000	W & T Off	33.8%	TERMIN
SHIP SHOAL 214	SS 233	G01528	Federal	RT	7/1/1967		5,000	W & T Off	33.8%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	RT	7/1/1975		5,000	W & T Off	34.5%	PROD
SHIP SHOAL 233/238	SS 238	G03169	Federal	OP 2	7/1/1975		5,000	Peregrine O&G II	34.5%	PROD
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 11	6/1/1962		5,000	Fieldwood En Off	80.7%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 246	G01027	Federal	OP 13	6/1/1962		5,000	Fieldwood En Off	76.8%	TERMIN
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 247	G01028	Federal	RT C	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	77.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	79.7%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	68.8%	UNIT
SHIP SHOAL 252/253	SS 252	G01529	Federal	RT	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 1	7/1/1967		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 252	G01529	Federal	OP 2	7/1/1967		5,000	Fieldwood En Off	31.9%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	RT	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 4	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 252/253	SS 253	G01031	Federal	OP 5	6/1/1962		5,000	Fieldwood En Off	100.0%	PROD
SHIP SHOAL 246/247/248/270/271	SS 270	G01037	Federal	RT	3/13/1962		5,000	Fieldwood En Off	89.2%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	RT	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 246/247/248/270/271	SS 271	G01038	Federal	OP	3/13/1962		5,000	Fieldwood En Off	72.3%	UNIT
SHIP SHOAL 300/314/315	SS 291	G02923	Federal	RT B	12/1/1974		3,750	Fieldwood En	15.4%	OPERN
SHIP SHOAL 300/314/315	SS 300	G07760	Federal	RT	8/1/1985		5,000	W & T Off	24.3%	PROD
SHIP SHOAL 300/314/315	SS 315	G09631	Federal	RT	6/1/1988		5,000	W & T Off	25.0%	PROD
SHIP SHOAL 300/314/315	ST 169	G01253	Federal	RT	6/1/1962	1/8/2010	4,708	Beryl O&G	100.0%	TERMIN
SOUTH TIMBALIER 195	ST 195	G03593	Federal	RT	8/1/1977	2/5/2019	5,000	Fieldwood En Off	100.0%	TERMIN
SOUTH TIMBALIER 316	ST 315	G23946	Federal	RT	7/1/2002		4,458	W & T Off	50.0%	PROD
SOUTH TIMBALIER 316	ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	40.0%	PROD
VIOSCA KNOLL 780	VK 824	G15436	Federal	CONT	9/1/1995	8/20/2013	5,760	Fieldwood En	6.1%	RELINQ
VIOSCA KNOLL 826 (NEPTUNE)	VK 826	G06888	Federal	RT	6/1/1984	5/16/2018	5,760	Fieldwood En	100.0%	TERMIN
VK0826-VIOSCA KNOLL 826 (NEPTUNE) SWC	VK 917	G15441	Federal	OP	7/1/1995		5,760	Fieldwood En	85.0%	PROD
VIOSCA KNOLL 917 / 962 (SWORDFISH)	VK 962	G15445	Federal	OP 1	7/1/1995	8/4/2019	5,760	Fieldwood En	85.0%	TERMIN
VERMILION 196	VR 196	G19760	Federal	OP 1	8/1/1998		5,000	Fieldwood En Off	63.1%	TERMIN
VERMILION 196	VR 207	G19761	Federal	OP 1	8/1/1998	7/27/2009	5,000	Fieldwood En Off	46.4%	RELINQ
VERMILION 261/262	VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 261	G03328	Federal	OP 1	4/1/1976	8/10/2020	5,429	Fieldwood En	25.0%	TERMIN
VERMILION 261/262	VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	25.0%	RELINQ
VERMILION 272 / SOUTH MARSH 102	VR 272	G23829	Federal	RT	6/1/2002		4,381	Fieldwood En Off	100.0%	PROD
VERMILION 272 / SOUTH MARSH 102	VR 273	G14412	Federal	OP 3	5/1/1994	6/1/2010	5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 279	VR 279	G11881	Federal	OP 1	5/1/1990		5,000	Talos En Off	50.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 313	VR 313	G01172	Federal	OP 2	6/1/1962		5,000	Fieldwood En Off	100.0%	TERMIN
VERMILION 408	VR 408	G15212	Federal	CONT	7/1/1995		5,000	Fieldwood En	33.2%	PROD
WEST CAMERON 171	WC 171	G01997	Federal	RT	1/1/1971	1/31/2014	5,000	XTO	33.5%	TERMIN
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	13.8%	PROD
WEST CAMERON 485/507	WC 485	G02220	Federal	RT	2/1/1973		5,000	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 498	WC 498	G03520	Federal	RT	8/1/1977		5,000	Cox Op	3.7%	PROD
WEST CAMERON 485/507	WC 507	G02549	Federal	RT	4/1/1974		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 485/507	WC 507	G02549	Federal	OP 1	4/1/1974		2,500	Fieldwood En Off	50.0%	UNIT
WEST CAMERON 485/507	WC 507	G10594	Federal	RT	6/1/1989		2,500	Fieldwood En Off	100.0%	UNIT
WEST CAMERON 35/65/66	WC 65	G02825	Federal	OP 4	12/1/1974		5,000	Fieldwood En	18.8%	PROD
WEST CAMERON 35/65/66	WC 66	G02826	Federal	OP 2	12/1/1974		3,750	Fieldwood En	25.0%	PROD
WEST CAMERON 35/65/66	WC 67	G03256	Federal	CONT	9/1/1975		5,000	Fieldwood En	17.5%	TERMIN
WEST CAMERON 71/72/102	WC 72	G23735	Federal	RT	7/1/2002		5,000	Fieldwood En Off	75.0%	PROD
WEST CAMERON 71/72/102	WC 96	G23740	Federal	OP 1	5/1/2002		5,000	Talos	25.0%	UNIT
WEST DELTA 90/103	WD 103	G12360	Federal	OP 1	5/1/1960		1,016	Fieldwood En	18.8%	PROD
WEST DELTA 121/122	WD 121	G19843	Federal	OP 1	8/1/1998		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 1	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 121/122	WD 122	G13645	Federal	OP 2	8/1/1992		5,000	Fieldwood En	16.0%	PROD
WEST DELTA 27	WD 27	G04473	Federal	RT B	11/1/1980		5,000	Cox Op	13.8%	PROD
WEST DELTA 79/80	WD 27, WD 79, WC	G01449	Federal	RT	5/1/1966		3,125	Fieldwood En Off	100.0%	UNIT
WEST DELTA 63/64	WD 63	G19839	Federal	OP 1	6/1/1998	5/25/2016	5,000	Peregrine O&G	12.5%	RELINQ
WEST DELTA 63/64	WD 64	G25008	Federal	RT	5/1/2003	2/21/2017	5,000	Peregrine O&G	5.9%	TERMIN
WEST DELTA 73/74	WD 73	G01083	Federal	OP 2	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 73/74	WD 74	G01084	Federal	OP 1	6/1/1962		5,000	Cox Op	5.9%	UNIT
WEST DELTA 79/80	WD 79, WD 80	G01874	Federal	RT	12/1/1968		3,438	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G01989	Federal	RT	8/1/1970		1,875	Fieldwood En Off	100.0%	UNIT
WEST DELTA 79/80	WD 80	G02136	Federal	RT	1/1/1972		938	Fieldwood En Off	100.0%	UNIT
WEST DELTA 86	WD 85	G04895	Federal	RT	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 85	G04895	Federal	OP 1	12/1/1981	5/9/2019	2,630	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G02934	Federal	RT	12/1/1974	8/30/2010	2,500	SPN Res	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	RT	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 1	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 2	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN
WEST DELTA 86	WD 86	G04243	Federal	OP 3	1/1/1980	6/27/2020	2,500	Fieldwood En Off	100.0%	TERMIN

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
WEST DELTA 90/103	WD 90	G01089	Federal	OP 3	6/1/1962		5,000	Fieldwood En	18.8%	PROD
GREEN CANYON 200 (Troika)	GC 201	G12210	Federal	RT NE4	5/1/1990		5760	Fieldwood En Off	100.0%	UNIT

Asset Name	FWE Acct. Code	Lease Number	API
ACOM O H EST GU 3R	ACOMGU3	168986	42071321150
ARCO SANGER EST 5	ARCOSANG5	09061	422973358000
BRAZOS A-102 #A002	BAA102A02	G01754	427054002500
BRAZOS A-105 #002	BAA105002	G01757	427054000400
BRAZOS A-105 #A001	BAA105A01	G01757	427054003100
BRAZOS A-105 #A003	BAA105A03	G01757	427054002900
BRAZOS A-105 #A004	BAA105A04	G01757	427054003000
BRAZOS A-105 #A005	BAA105A05	G01757	427054003200
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
BRETON SOUND 053 #001 SL3770	SL0377001	03770	1.7726E+11
BRETON SOUND 053 #007 SL 3770	SL0377007	03770	177262015800
BRETON SOUND 053 #008 SL 3770	SL0377008	03770	177262016300
EAST BREAKS 158 #A003	EB158A03	G02645	608044004104
EAST BREAKS 158 #A007	EB158A07	G02645	608044005100
EAST BREAKS 158 #A012	EB158A12	G02645	608044005601
EAST BREAKS 158 #A014	EB158A14	G02645	608044005901
EAST BREAKS 159 #A002	EB159A02	G02646	608044003800
EAST BREAKS 159 #A005	EB159A05	G02646	608044004503
EAST BREAKS 159 #A006	EB159A06	G02646	608044004401
EAST BREAKS 159 #A009	EB159A09	G02646	608044005200
EAST BREAKS 159 #A011	EB159A11	G02646	608044005400
EAST BREAKS 159 #A017	EB159A17	G02646	608044018300
EAST BREAKS 160 #A005 HB-2	EB160A05	G02647	608044003700
EAST BREAKS 160 #A009 HB2	EB160A09	G02647	608044005800
EAST BREAKS 160 #A010 GA1	EB160A10	G02647	608044008702
EAST BREAKS 160 #A016	EB160A16	G02647	608044006000
EAST BREAKS 160 #A018 ST4	EB160A18	G02647	608044006904
EAST BREAKS 160 #A023	EB160A23	G02647	608044003900
EAST BREAKS 160 #A025	EB160A25	G02647	608044004600
EAST BREAKS 160 #A027 HB2	EB160A27	G02647	608044004900
EAST BREAKS 160 #A031 HB2	EB160A31	G02647	608044008400

Asset Name	FWE Acct. Code	Lease Number	API
EAST BREAKS 160 #A033 ST TA	EB160A33	G02647	608044007002
EAST BREAKS 161 #002 (CORONA)	EB16102	G02648	608044022600
EAST BREAKS 161 #A001 ST	EB161A01	G02648	608044002801
EAST BREAKS 161 #A002	EB161A02	G02648	608044003100
EAST BREAKS 161 #A003 HB4	EB161A03	G02648	608044002900
EAST BREAKS 161 #A007 GM1	EB161A07	G02648	608044004300
EAST BREAKS 161 #A008 HB2	EB161A08	G02648	608044004800
EAST BREAKS 161 #A013 ST	EB161A13	G02648	608044024501
EAST BREAKS 161 #A029 GA3	EB161A29	G02648	608044005300
EAST BREAKS 165 #A001	EB165A01	G06280	608044010800
EAST BREAKS 165 #A002	EB165A02	G06280	608044010900
EAST BREAKS 165 #A003	EB165A03	G06280	608044011100
EAST BREAKS 165 #A004	EB165A04	G06280	608044011200
EAST BREAKS 165 #A005	EB165A05	G06280	608044011300
EAST BREAKS 165 #A007	EB165A07	G06280	608044011700
EAST BREAKS 165 #A008	EB165A08	G06280	608044011600
EAST BREAKS 165 #A009	EB165A09	G06280	608044011900
EAST BREAKS 165 #A010	EB165A10	G06280	608044011802
EAST BREAKS 165 #A011	EB165A11	G06280	608044012300
EAST BREAKS 165 #A012	EB165A12	G06280	608044012200
EAST BREAKS 165 #A014	EB165A14	G06280	608044012501
EAST BREAKS 165 #A015	EB165A15	G06280	608044012800
EAST BREAKS 165 #A017	EB165A17	G06280	608044013100
EAST BREAKS 165 #A018	EB165A18	G06280	608044013201
EAST BREAKS 165 #A019	EB165A19	G06280	608044013302
EAST BREAKS 165 #A020	EB165A20	G06280	608044013501
EAST BREAKS 165 #A021	EB165A21	G06280	608044013400
EAST BREAKS 165 #A022	EB165A22	G06280	608044013700
EAST BREAKS 165 #A023	EB165A23	G06280	608044013600
EAST BREAKS 165 #A024	EB165A24	G06280	608044014000
EAST BREAKS 165 #A025	EB165A25	G06280	608044013900
EAST BREAKS 165 #A026	EB165A26	G06280	608044014100
EAST BREAKS 165 #A029	EB165A29	G06280	608044014401
EAST BREAKS 165 #A030	EB165A30	G06280	608044014501
EAST BREAKS 209 #A013 GA RA13	EB209A13	G07397	608044012400
EAST CAMERON 330 #B003	EC330B03	G03540	177044055600
EAST CAMERON 330 #B004	EC330B04	G03540	177044055800
EAST CAMERON 330 #B005	EC330B05	G03540	177044056100
EAST CAMERON 330 #B006	EC330B06	G03540	177044056200
EAST CAMERON 330 #B008	EC330B08	G03540	177044056800
EAST CAMERON 331 #A001	EC331A01	G08658	177044076300
EAST CAMERON 331 #A003	EC331A03	G08658	177044076400
EAST CAMERON 331 #A004	EC331A04	G08658	177044076700
EAST CAMERON 331 #A009	EC331A09	G08658	177044079400
EAST CAMERON 331 #A010	EC331A10	G08658	177044079500
EAST CAMERON 331 #A012	EC331A12	G08658	177044083300
EAST CAMERON 331 #A013	EC331A13	G08658	177044083400
EAST CAMERON 332 #A002	EC332A02	G09478	177044076200
EAST CAMERON 332 #A005	EC332A05	G09478	177044076800
EAST CAMERON 332 #A006	EC332A06	G09478	177044077301
EAST CAMERON 332 #A007	EC332A07	G09478	177044077400

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 332 #A008	EC332A08	G09478	177044077700
EAST CAMERON 332 #A011	EC332A11	G09478	177044083101
EAST CAMERON 332 #A014	EC332A14	G09478	177044094600
EAST CAMERON 332 #A016	EC332A16	G09478	177044097901
EAST CAMERON 332 #A017	EC332A17	G09478	177044078103
EAST CAMERON 349 #A001	EC349A01	G15157	177044082700
EAST CAMERON 349 #A002U	EC349A02U	G13592	177044081400
EAST CAMERON 349 #A004	EC349A04	G14385	177044097700
EAST CAMERON 350 #A005 S04	EC350A05	G15157	177044098200
EAST CAMERON 356 #A003	EC356A03	G13592	177044097301
EAST CAMERON 371 #A002	EC371A02	G02267	177044094300
EUGENE IS 032 #008	EI03208	00196	177090061800
EUGENE IS 032 #010	EI03210	00196	177090072400
EUGENE IS 032 #011	EI03211	00196	177090054400
EUGENE IS 032 #012	EI03212	00196	177090054500
EUGENE IS 032 #016	EI03216	00196	177090061500
EUGENE IS 032 #020	EI03220	00196	177092019100
EUGENE IS 032 #022	EI03222	00196	177094014800
EUGENE IS 032 #024	EI03224	00196	177094032800
EUGENE IS 032 #026	EI03226	00196	177094097200
EUGENE IS 032 #028	EI03228	00196	177094098601
EUGENE IS 032 #029	EI03229	00196	177094110003
EUGENE IS 032 #030	EI03230	00196	177094116401
EUGENE IS 032 #031	EI03231	00196	177094126501
EUGENE IS 032 #032	EI03232	00196	177094126700
EUGENE IS 032 #033	EI03233	00196	177094136900
EUGENE IS 032 #A001	EI032A01	00196	177090052800
EUGENE IS 032 #A002	EI032A02	00196	177090052901
EUGENE IS 032 #A003	EI032A03	00196	177090053000
EUGENE IS 032 #A005	EI032A05	00196	177090053200
EUGENE IS 032 #A006	EI032A06	00196	1770900533
EUGENE IS 032 #E001	EI032E01	00196	177090053800
EUGENE IS 032 #E002	EI032E02	00196	177090053900
EUGENE IS 032 #E003	EI032E03	00196	177090054000
EUGENE IS 032 #E004	EI032E04	00196	177090054100
EUGENE IS 032 #F001	EI032F01	00196	177090054200
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 100 #013	EI10013	00796	177090032601
EUGENE IS 100 #020	EI10020	00796	177090088800
EUGENE IS 100 #024	EI10024	00796	177092019204
EUGENE IS 100 #027	EI10027	00796	177092018602
EUGENE IS 100 #030	EI10030	00796	177094052700
EUGENE IS 100 #031	EI10031	00796	177094091603
EUGENE IS 100 #033	EI10033	00796	177094093001
EUGENE IS 100 #041	EI10041	00796	177094115601
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401



Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 307 #A001	EI307A01	G02110	177104007400
EUGENE IS 307 #A002	EI307A02	G02110	177104042401
EUGENE IS 307 #A003	EI307A03	G02110	177104059300
EUGENE IS 307 #A004	EI307A04	G02110	177104060900
EUGENE IS 307 #A005	EI307A05	G02110	177104062000
EUGENE IS 307 #A006	EI307A06	G02110	177104065900
EUGENE IS 307 #A007	EI307A07	G02110	177104067100
EUGENE IS 307 #A008	EI307A08	G02110	177104164600
EUGENE IS 307 #B001	EI307B01	G02110	177104078501
EUGENE IS 307 #B003	EI307B03	G02110	177104113302
EUGENE IS 307 #B008	EI307B08	G02110	177104153802
EUGENE IS 311 #D003	EI311D03	G27918	177104162000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 342 #004	EI34200400	G02319	177104113000
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EVANS GAS UNIT 1	EVANS GASU1	19334	4216701288
EVANS OIL UNIT 1	EVANS OILU1	19334	4216701288
EWING BANK 782 #A012	EW826A1200	G05793	608105001800
FROST - ACOM GU 1	FROSTAC1	189098	42071320621
FROST - ACOM GU 2	FROSTAC2	206882	42071320921
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800

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GALVESTON A-155 #A001	GAA155A01	G30654	427074010800
GREEN CANYON 064 #A040	GC064A40	G07005	608114016202
GREEN CANYON 157 SS003	GC157003	G24154	608114043901
GREEN CANYON 201 #001 ST2	GC201001	G12210	608114043802
GREEN CANYON 201 SS001	GC157001	G12210	608114043802
GREEN CANYON 245 # TA 8 TROIKA	-	G05916	608114032900
HAYES LUMBER 1 - HBY 4 RC SUA	HAYESLUM1	42450	17053212861
HAYES LUMBER CO 28 2	HAYESLUM02	Onshore	170532123800
HAYES LUMBER HBY 4 RA SUA 1ALT	HAYESLUM01	42450	170532122800
HAYES MINERALS 29 001	HAYESMIN29	42450	170532130600
HELIS 2	HELIS2	17072	1704520888
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901

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HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701
HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B018	HIA489B180	G02372	427094032801
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400

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HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-550 #002	HIA55002	G04081	427094062700
HIGH ISLAND A-550 #003	HIA55003	G04081	427094063700
HIGH ISLAND A-550 #A001	HIA550A01	G04081	427094057004
HIGH ISLAND A-550 #A002	HIA550A02	G04081	427094074101
HIGH ISLAND A-550 #A003	HIA550A03	G04081	427094076000
HIGH ISLAND A-550 #A004	HIA550A04	G04081	427094099501
HIGH ISLAND A-550 #A005	HIA550A05	G04081	427094099801
HIGH ISLAND A-550 #A006	HIA550A06	G04081	427094104801
HIGH ISLAND A-563 #B001	HIA563B01	G02388	427094029900
HIGH ISLAND A-563 #B004	HIA563B04	G02388	427094034402
HIGH ISLAND A-563 #B005	HIA563B05	G02388	427094037100
HIGH ISLAND A-563 #B007	HIA563B07	G02388	427094038600
HIGH ISLAND A-563 #B008	HIA563B08	G02388	427094038900
HIGH ISLAND A-563 #B009	HIA563B09	G02388	427094039601
HIGH ISLAND A-563 #B010	HIA563B10	G02388	427094040000
HIGH ISLAND A-563 #B012	HIA563B12	G02388	427094043502
HIGH ISLAND A-563 #B013	HIA563B13	G02388	427094040501
HIGH ISLAND A-563 #B015	HIA563B15	G02388	427094048000
HIGH ISLAND A-563 #B016	HIA563B16	G02388	427094048102
HIGH ISLAND A-563 #B017	HIA563B17	G02388	427094045804
HIGH ISLAND A-563 #B018	HIA563B18	G02388	427094052501
HIGH ISLAND A-563 #B019	HIA563B19	G02388	427094052000
HIGH ISLAND A-563 #B022	HIA563B22	G02388	427094055000
HIGH ISLAND A-563 #B023	HIA563B23	G02388	427094056400
HIGH ISLAND A-563 #B024	HIA563B24	G02388	427094056601
HIGH ISLAND A-563 #B025	HIA563B25	G02388	427094059300
HIGH ISLAND A-563 #B026	HIA563B26	G02388	427094066801
HIGH ISLAND A-563 #B027	HIA563B27	G02388	427094068100
HIGH ISLAND A-563 #C004	HIA563C04	G02388	427094059602
HIGH ISLAND A-563 #C005	HIA563C05	G02388	427094062800
HIGH ISLAND A-563 #C008	HIA563C08	G02388	427094069400
HIGH ISLAND A-563 #C009	HIA563C09	G02388	427094064600
HIGH ISLAND A-564 #B006	HIA563B06	G02389	427094033801
HIGH ISLAND A-564 #B020	HIA564B20	G02389	427094053102
HIGH ISLAND A-564 #B021	HIA563B21	G02389	427094053900
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500

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HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D001	HIA582D010	G18959	42094110200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700

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HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
LA ST LSE 3011 1 SWD BURRWOOD	BURWOOD	03011	177210074800
LANDREAU ET UX 1	LANDREAU1	490100	UNKNOWN
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
NW MYETTE POINT SL 14519 #001	SL1451901	14519	171012195100
NW MYETTE POINT SL 14519 #002	SL1451902	14519	171012200800
NW MYETTE POINT SL 14520 #002	SL1452002	14520	171012201500
NW MYETTE POINT SL 14914 #002	SL1491402	14914	171012206300
NW MYETTE POINT SL 14914 #003	SL1491403	14914	171012239600
NW MYETTE POINT SL14519 #1 SWD	SL14519SWD	14519	171018805900
SHIP SHOAL 149 #A017 (ORRI)	SS149A17	00434	177114131300
SHIP SHOAL 149 #C001	SS149C01	00434	177114005500
SHIP SHOAL 149 #C002	SS149C02	00434	177114007002
SHIP SHOAL 149 #C003	SS149C03	00434	177114016000
SHIP SHOAL 149 #C004	SS149C04	00434	177114024301
SHIP SHOAL 149 #C005	SS149C05	00434	177114025800
SHIP SHOAL 149 #C019 (ORRI)	SS149C19	00434	177114132300
SHIP SHOAL 149 #E007	SS149E07	00434	177114113100
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101



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SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 177 #007	SS17700700	00590	177114101100
SHIP SHOAL 177 #A001	SS177A01	00590	177114056300
SHIP SHOAL 177 #A002	SS177A02	00590	177114055000
SHIP SHOAL 177 #A003	SS177A03	00590	177114056100
SHIP SHOAL 177 #A005	SS177A05	00590	177114119301
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G04232	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G04232	177114088900
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401



Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 214 #004	SS21404	00828	177110060600
SHIP SHOAL 214 #E003	SS214E03	00828	177110071100
SHIP SHOAL 214 #E004	SS214E04	00828	177110073500
SHIP SHOAL 214 #E007	SS214E07	00828	177110070200
SHIP SHOAL 214 #E014	SS214E14	00828	177110076400
SHIP SHOAL 214 #F003	SS214F03	00828	177110069900
SHIP SHOAL 214 #F005	SS214F05	00828	177110073600
SHIP SHOAL 214 #F006	SS214F06	00828	177110075600
SHIP SHOAL 214 #F007	SS214F07	00828	177110075801
SHIP SHOAL 214 #F008	SS214F08	00828	177110077200
SHIP SHOAL 214 #F009	SS214F09	00828	177110078000
SHIP SHOAL 214 #F014	SS214F14	00828	177110078600
SHIP SHOAL 214 #H004	SS214H04	00828	177112017100
SHIP SHOAL 214 #H007	SS214H07	00828	177114000900
SHIP SHOAL 214 #H008	SS214H08	00828	177114002100
SHIP SHOAL 214 #H009	SS214H09	00828	177114002600
SHIP SHOAL 214 #H011	SS214H11	00828	177114003500
SHIP SHOAL 214 #H012	SS214H12	00828	177114004000
SHIP SHOAL 214 #K001	SS214K01	00828	177114053900
SHIP SHOAL 214 #K002	SS214K02	00828	177114054000
SHIP SHOAL 214 #K008	SS214K08	00828	177114145700
SHIP SHOAL 214 #K010	SS214K10	00828	177114144300
SHIP SHOAL 214 #K011	SS214K11	00828	177114147300
SHIP SHOAL 214 #L001	SS214L01	00828	177114066500
SHIP SHOAL 214 #L002	SS214L02	00828	177114068100
SHIP SHOAL 214 #L003	SS214L03	00828	177114068300
SHIP SHOAL 214 #L004	SS214L04	00828	177114070100
SHIP SHOAL 214 #L005	SS214L05	00828	177114070200
SHIP SHOAL 214 #L006	SS214L06	00828	177114074601
SHIP SHOAL 214 #L007	SS214L07	00828	177114075500

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 214 #L008	SS214L08	00828	177114076101
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 232 #B012	SS233B12	G15293	1771141070
SHIP SHOAL 232 #B02	SS233002	G15293	1771140371
SHIP SHOAL 233 #B001	SS233B01	G01528	177114028700
SHIP SHOAL 233 #B003	SS233B03	G01528	177114059800
SHIP SHOAL 233 #B004	SS233B04	G01528	177114060400
SHIP SHOAL 233 #B006	SS233B06	G01528	177114063500
SHIP SHOAL 233 #B007	SS233B07	G01528	177114065400
SHIP SHOAL 233 #B010	SS233B10	G01528	177114069901
SHIP SHOAL 233 #B011	SS233B11	G01528	177114073201
SHIP SHOAL 233 #E006	SS233E06	G01528	177110071900
SHIP SHOAL 233 #H005	SS233H05	G01528	177112017800
SHIP SHOAL 238 #A001	SS238A01	G03169	177124023400
SHIP SHOAL 238 #A003	SS238A03	G03169	177124025701
SHIP SHOAL 238 #A005	SS238A05	G03169	177124027200
SHIP SHOAL 238 #B005	SS238B05	G03169	177114061400
SHIP SHOAL 238 #B008	SS238B08	G03169	177114086600
SHIP SHOAL 238 #C001 ( ORRI)	SS238C01	G03169	177124068100
SHIP SHOAL 238 #C002	SS238C02	G03169	177124068400
SHIP SHOAL 246 #A001	SS246A01	G01027	177124005700
SHIP SHOAL 246 #A002	SS246A02	G01027	177124007400
SHIP SHOAL 246 #A004	SS246A04	G01027	177124008200
SHIP SHOAL 246 #A005	SS246A05	G01027	177124008300
SHIP SHOAL 246 #A006	SS246A06	G01027	177124009000
SHIP SHOAL 246 #A007	SS246A07	G01027	177124009100
SHIP SHOAL 246 #A009	SS246A09	G01027	177124010200
SHIP SHOAL 246 #A011	SS246A11	G01027	177124011500
SHIP SHOAL 246 #A014	SS246A14	G01027	177124014600
SHIP SHOAL 246 #A019	SS246A19	G01027	177124016100
SHIP SHOAL 246 #A020	SS246A20	G01027	177124012901
SHIP SHOAL 246 #J001	SS246J01	G01027	177124061800
SHIP SHOAL 247 #D003	SS247D03	G01028	177124013100
SHIP SHOAL 247 #D007	SS247D07	G01028	177124015600
SHIP SHOAL 247 #D009	SS247D09	G01028	177124016600
SHIP SHOAL 247 #D012	SS247D12	G01028	177124017903
SHIP SHOAL 247 #F002	SS247F02	G01028	177124019702
SHIP SHOAL 247 #F010	SS247F10	G01028	177124022400
SHIP SHOAL 247 #F014	SS247F14	G01028	177124022301

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 247 #F017	SS247F17	G01028	177124022901
SHIP SHOAL 247 #F018	SS247F18	G01028	177124023201
SHIP SHOAL 247 #F019	SS247F19	G01028	177124052500
SHIP SHOAL 248 #D006	SS248D06	G01029	177124015000
SHIP SHOAL 248 #D015	SS248D15	G01029	177124020600
SHIP SHOAL 248 #D016	SS248D16	G01029	177124021000
SHIP SHOAL 248 #D018	SS248D18	G01029	177124021100
SHIP SHOAL 248 #D020	SS248D2000	G01029	177124022000
SHIP SHOAL 248 #F008	SS248F08	G01029	177124022100
SHIP SHOAL 248 #G001	SS248G01	G01029	177124049500
SHIP SHOAL 248 #G002	SS248G02	G01029	177124053000
SHIP SHOAL 248 #G003	SS248G03	G01029	177124053300
SHIP SHOAL 249 #006	SS24906	G01030	177124062200
SHIP SHOAL 249 #D002	SS249D02	G01030	177124012000
SHIP SHOAL 249 #D004	SS249D04	G01030	177124017100
SHIP SHOAL 249 #D005	SS249D05	G01030	177124014200
SHIP SHOAL 249 #D008	SS249D08	G01030	177124015900
SHIP SHOAL 249 #D011	SS249D11	G01030	177124018500
SHIP SHOAL 249 #D014	SS249D14	G01030	177124019200
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 249 #D019	SS249D19	G01030	177124021500
SHIP SHOAL 252 #C004	SS252C04	G01529	177122001500
SHIP SHOAL 252 #C005	SS252C05	G01529	177122002000
SHIP SHOAL 252 #C009	SS252C09	G01529	177124029401
SHIP SHOAL 252 #C012	SS252C12	G01529	177124047300
SHIP SHOAL 252 #F001	SS252F01	G01529	177124052000
SHIP SHOAL 252 #F003	SS252F03	G01529	177124052200
SHIP SHOAL 252 #F004	SS252F04	G01529	177124067400
SHIP SHOAL 253 #C001	SS253C01	G01031	177122000100
SHIP SHOAL 253 #C002	SS253C02	G01031	177122006700
SHIP SHOAL 253 #C003	SS253C03	G01031	177122001400
SHIP SHOAL 253 #C006	SS253C06	G01031	177122002100
SHIP SHOAL 253 #C007	SS253C07	G01031	177122002300
SHIP SHOAL 253 #C008	SS253C08	G01031	177124030000
SHIP SHOAL 253 #C010	SS253C10	G01031	177124029300
SHIP SHOAL 253 #C011	SS253C11	G01031	177124030900
SHIP SHOAL 253 #D001	SS253D01	G01031	177122004200
SHIP SHOAL 253 #D003	SS253D03	G01031	177124000400
SHIP SHOAL 253 #D004	SS253D04	G01031	177124001100
SHIP SHOAL 253 #D005	SS253D05	G01031	177124001200
SHIP SHOAL 253 #D006	SS253D06	G01031	177124001300
SHIP SHOAL 253 #D007	SS253D07	G01031	177124001401
SHIP SHOAL 253 #D008	SS253D08	G01031	177124001600
SHIP SHOAL 253 #D009	SS253D09	G01031	177124001800
SHIP SHOAL 253 #D010	SS253D10	G01031	177124002001
SHIP SHOAL 253 #D013	SS253D13	G01031	177124002600
SHIP SHOAL 253 #D014	SS253D14	G01031	177124002701
SHIP SHOAL 253 #E001	SS253E01	G01031	177124024200
SHIP SHOAL 253 #E002	SS253E02	G01031	177124024600
SHIP SHOAL 253 #E003	SS253E03	G01031	177124025301
SHIP SHOAL 253 #E004	SS253E04	G01031	177124025400

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 253 #E005	SS253E05	G01031	177124025500
SHIP SHOAL 253 #E006	SS253E06	G01031	177124026600
SHIP SHOAL 253 #E007	SS253E07	G01031	177124026800
SHIP SHOAL 253 #E008	SS253E08	G01031	177124027600
SHIP SHOAL 253 #E009	SS253E09	G01031	177124027701
SHIP SHOAL 253 #E010	SS253E10	G01031	177124027800
SHIP SHOAL 253 #E011	SS253E11	G01031	177124028200
SHIP SHOAL 253 #E012	SS253E12	G01031	177124028400
SHIP SHOAL 253 #E013	SS253E13	G01031	177124037500
SHIP SHOAL 253 #E014	SS253E14	G01031	177124042100
SHIP SHOAL 253 #E015	SS253E15	G01031	177124044401
SHIP SHOAL 253 #F002	SS253F02	G01031	177124052100
SHIP SHOAL 300 #A001	SS300A01	G07760	177124037401
SHIP SHOAL 300 #A003	SS300A03	G07760	177124041602
SHIP SHOAL 300 #A004	SS300A04	G07760	177124043100
SHIP SHOAL 300 #A005	SS300A05	G07760	177124053600
SHIP SHOAL 300 #A006	SS300A06	G07760	177124053700
SHIP SHOAL 300 #B001	SS300B01	G07760	177124044100
SHIP SHOAL 300 #B002	SS300B02	G07760	177124044800
SHIP SHOAL 300 #B003	SS300B03	G07760	177124045600
SHIP SHOAL 300 #B004	SS300B04	G07760	177124045700
SHIP SHOAL 300 #B005	SS300B05	G07760	177124045900
SHIP SHOAL 315 #A001	SS315A01	G09631	177124046901
SHIP SHOAL 315 #A003	SS315A03	G09631	177124047402
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 087 #A002	SM087A02	G24870	177084092201
SOUTH MARSH IS 087 #A004	SM087A04	G24870	177084093704
SOUTH MARSH IS 087 #A005	SM087A05	G24870	177084093802
SOUTH MARSH IS 087 #I002	SM087I02	G24870	177064097900
SOUTH MARSH IS 102 #A001	SM102A01	G24872	177084091200
SOUTH MARSH IS 102 #A006	SM102A06	G24872	177084094101
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 139 #B001	SM139B01	G21106	177084092300
SOUTH MARSH IS 139 #B002	SM139B02	G21106	177084093501
SOUTH MARSH IS 142 #A001	SM142A01	G01216	177084014100
SOUTH MARSH IS 142 #A002	SM142A02	G01216	177084014800
SOUTH MARSH IS 142 #A003	SM142A03	G01216	177084016500
SOUTH MARSH IS 142 #A004	SM142A04	G01216	177084017900
SOUTH MARSH IS 142 #A005	SM142A05	G01216	177084019200
SOUTH MARSH IS 142 #A006	SM142A06	G01216	177084020300
SOUTH MARSH IS 142 #A007	SM142A07	G01216	177084021000
SOUTH MARSH IS 142 #A008	SM143A08	G01216	177084023000
SOUTH MARSH IS 142 #A009	SM142A09	G01216	177084026300
SOUTH MARSH IS 142 #A010	SM142A10	G01216	177084077000
SOUTH MARSH IS 142 #A011	SM142A11	G01216	177084091100
SOUTH MARSH IS 142 #C001	SM142C01	G01216	177084082900
SOUTH MARSH IS 142 #C002	SM142C02	G01216	177084084201
SOUTH MARSH IS 142 #C003	SM142C03	G01216	177084085000
SOUTH MARSH IS 142 #C004	SM142C04	G01216	177084085400
SOUTH MARSH IS 142 #C005	SM142C05	G01216	177084091301
SOUTH MARSH IS 146 #A008	SM146A08	G09546	177084077102
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH PASS 017 #A023	SP017A23	G02938	177212022601
SOUTH PASS 017 #D006	SP017D06	G02938	177214012901
SOUTH PASS 017 #D009	SP017D09	G02938	177214013303
SOUTH PASS 017 #D029	SP017D29	G02938	177214012203
SOUTH PASS 017 #D032	SP017D32	G02938	177214030101
SOUTH PASS 017 #E004	SP017E04	G02938	177214020300
SOUTH PASS 017 #E006	SP017E06	G02938	177214020101
SOUTH PASS 017 #G016	SP017G16	G02938	177214035501
SOUTH PASS 017 #G026	SP017G26	G02938	177214037203
SOUTH PASS 017 #G029	SP017G29	G02938	177214037504
SOUTH PASS 037 #003	SP03703	00697	177214045700
SOUTH PASS 042 SWD 1	SL301101	03011	UNKNOWN
SOUTH PASS 059 #A018	SP059A18	G01608	177234015204
SOUTH PASS 059 #C007	SP059C07	G02943	177212021402
SOUTH PASS 059 #C008	SP059C08	G01608	177212022502
SOUTH PASS 059 #C017	SP059C17	G02943	177212022802
SOUTH PASS 059 #C018	SP059C18	G02943	177212024601
SOUTH PASS 059 #C019	SP059C19	G01608	177214006906
SOUTH PASS 059 #C020	SP059C20	G02943	177214007004
SOUTH PASS 059 #C022	SP059C22	G02943	177214009002
SOUTH PASS 059 #C026	SP059C26	G02943	177214010400
SOUTH PASS 059 #C027	SP059C27	G02943	177214011302
SOUTH PASS 059 #C030	SP059C30	G01608	177214005703
SOUTH PASS 059 #C037	SP059C37	G02942	177212022701
SOUTH PASS 059 #C039	SP059C39	G02943	177214006201
SOUTH PASS 059 #C040	SP059C40	G01608	177214032304
SOUTH PASS 059 #C041	SP059C41	G02942	177214032602
SOUTH PASS 059 #C042	SP059C42	G02943	177214039603
SOUTH PASS 059 #D023	SP059D23	G02942	177214017802
SOUTH PASS 059 #D025	SP059D25	G02943	177214018403
SOUTH PASS 059 #D026	SP059D26	G02942	177214019302
SOUTH PASS 059 #D027	SP059D27	G02942	177214020500
SOUTH PASS 059 #D033	SP059D33	G02942	177214031102
SOUTH PASS 059 #D034	SP059D34	G02943	177214030901
SOUTH PASS 059 #G002	SP059G02	G02943	177214033500
SOUTH PASS 059 #G005	SP059G05	G02943	177214034000
SOUTH PASS 059 #G012	SP059G12	G02943	177214035100
SOUTH PASS 059 #G018	SP059G18	G02943	177214035601
SOUTH PASS 059 #G020	SP059G20	G02943	177214036101
SOUTH PASS 060 #A003	SP060A03	G02137	177214001501
SOUTH PASS 060 #A004	SP060A04	G02137	177214001601
SOUTH PASS 060 #A005	SP060A05	G02137	177212012400
SOUTH PASS 060 #A006	SP060A06	G02137	177214001801
SOUTH PASS 060 #A007	SP060A07	G02137	177212012700
SOUTH PASS 060 #A009	SP060A09	G02137	177212014702
SOUTH PASS 060 #A010	SP060A10	G02137	177214002902
SOUTH PASS 060 #A012	SP060A12	G02137	177212017600



Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #A013	SP060A13	G01608	177214004000
SOUTH PASS 060 #A017	SP060A17	G01608	177214004901
SOUTH PASS 060 #A018	SP060A18	G02137	177212020600
SOUTH PASS 060 #A019	SP060A19	G02137	177212020802
SOUTH PASS 060 #A021	SP060A21	G02137	177212022201
SOUTH PASS 060 #A025	SP060A25	G02938	177212024501
SOUTH PASS 060 #A028	SP060A28	G02137	177212025003
SOUTH PASS 060 #A029	SP060A29	G01608	177214008101
SOUTH PASS 060 #A031	SP060A31	G01608	177214007106
SOUTH PASS 060 #A032	SP060A32	G01608	177212018702
SOUTH PASS 060 #A033	SP060A33	G02137	177214001303
SOUTH PASS 060 #A034	SP060A34	G01608	177212017501
SOUTH PASS 060 #A035	SP060A35	G02137	177212019302
SOUTH PASS 060 #A036	SP060A36	G01608	177214001202
SOUTH PASS 060 #A037	SP060A37	G02137	177212013701
SOUTH PASS 060 #B001	SP060B01	G01608	177214002001
SOUTH PASS 060 #B003	SP060B03	G01608	177214002302
SOUTH PASS 060 #B004	SP060B04	G02137	177214002402
SOUTH PASS 060 #B006	SP060B06	G01608	177214003001
SOUTH PASS 060 #B007	SP060B07	G01608	177214003601
SOUTH PASS 060 #B008	SP060B08	G01608	177214003701
SOUTH PASS 060 #B012	SP060B12	G01608	177214004202
SOUTH PASS 060 #B013	SP060B13	G01608	177214003904
SOUTH PASS 060 #B014	SP060B14	G01608	177214004403
SOUTH PASS 060 #B015	SP060B15	G01608	177214004502
SOUTH PASS 060 #B017	SP060B17	G01608	177214004703
SOUTH PASS 060 #B020	SP060B20	G01608	177214005101
SOUTH PASS 060 #B021	SP060B21	G01608	177214002502
SOUTH PASS 060 #B022	SP060B22	G01608	177214004106
SOUTH PASS 060 #B026	SP060B26	G01608	177214005003
SOUTH PASS 060 #C006	SP060C06	G02137	177212021100
SOUTH PASS 060 #C023	SP060C23	G02137	177214009200
SOUTH PASS 060 #C031	SP060C31	G02137	177214011806
SOUTH PASS 060 #C038	SP060C38	G01608	177214005502
SOUTH PASS 060 #D002	SP060D02	G02137	177214011601
SOUTH PASS 060 #D010	SP060D10	G02137	177214013902
SOUTH PASS 060 #D012	SP060D12	G02137	177214014301
SOUTH PASS 060 #D014	SP060D14	G01608	177214014401
SOUTH PASS 060 #D015	SP060D15	G01608	177214015102
SOUTH PASS 060 #D016	SP060D16	G02137	177214016101
SOUTH PASS 060 #D017	SP060D17	G02137	177214016202
SOUTH PASS 060 #D018	SP060D18	G02137	177214016501
SOUTH PASS 060 #D021	SP060D21	G02137	177214016703
SOUTH PASS 060 #D022	SP060D22	G02137	177214015802
SOUTH PASS 060 #D024	SP060D24	G02137	177214018200
SOUTH PASS 060 #D025	SP060D25	G02137	177214038901
SOUTH PASS 060 #D031	SP060D31	G02137	177214028901
SOUTH PASS 060 #D035	SP060D35	G02137	177214022703
SOUTH PASS 060 #E001	SP060E01	G01608	177214019202
SOUTH PASS 060 #E002	SP060E02	G01608	177214021602
SOUTH PASS 060 #E003	SP060E03	G01608	177214022201

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 060 #E005	SP060E05	G01608	177214022902
SOUTH PASS 060 #E008	SP060E08	G01608	177214023900
SOUTH PASS 060 #E009	SP060E09	G01608	177214024405
SOUTH PASS 060 #E011	SP060E11	G01608	177214027500
SOUTH PASS 060 #E012	SP060E12	G01608	177214025100
SOUTH PASS 060 #E013	SP060E13	G01608	177214025601
SOUTH PASS 060 #E014	SP060E14	G01608	177214025903
SOUTH PASS 060 #E015	SP060E15	G01608	177214026300
SOUTH PASS 060 #E016	SP060E16	G01608	177214026603
SOUTH PASS 060 #E019	SP060E19	G01608	177214027400
SOUTH PASS 060 #E021	SP060E21	G01608	177214027802
SOUTH PASS 060 #E022	SP060E22	G02137	177214028700
SOUTH PASS 060 #E023	SP060E23	G01608	177214029302
SOUTH PASS 060 #E024	SP060E24	G01608	177214029403
SOUTH PASS 060 #E025	SP060E25	G01608	177214031301
SOUTH PASS 060 #E026	SP060E26	G01608	177214031501
SOUTH PASS 060 #E028	SP060E28	G01608	177214032201
SOUTH PASS 060 #G001	SP060G01	G02137	177214032901
SOUTH PASS 060 #G003	SP060G03	G02137	177214033400
SOUTH PASS 060 #G004	SP060G04	G02137	177214033700
SOUTH PASS 060 #G006	SP060G06	G02137	177214033801
SOUTH PASS 060 #G007	SP060G07	G01608	177214034102
SOUTH PASS 060 #G008	SP060G08	G02137	177214034200
SOUTH PASS 060 #G009	SP060G09	G01608	177214034600
SOUTH PASS 060 #G010	SP060G10	G02137	177214034900
SOUTH PASS 060 #G011	SP060G11	G01608	177214035000
SOUTH PASS 060 #G013	SP060G13	G01608	177214034803
SOUTH PASS 060 #G014	SP060G14	G02137	177214035301
SOUTH PASS 060 #G015	SP060G15	G02137	177214035404
SOUTH PASS 060 #G017	SP060G17	G01608	177214035701
SOUTH PASS 060 #G019	SP060G19	G02137	177214035903
SOUTH PASS 060 #G021	SP060G21	G02137	177214036201
SOUTH PASS 060 #G022	SP060G22	G01608	177214036501
SOUTH PASS 060 #G023	SP060G23	G01608	177214036700
SOUTH PASS 060 #G024	SP060G24	G01608	177214036900
SOUTH PASS 060 #G025	SP060G25	G02137	177214037001
SOUTH PASS 060 #G027	SP060G27	G01608	177214037100
SOUTH PASS 060 #G028	SP060G28	G01608	177214037301
SOUTH PASS 060 #G031	SP060G31	G02137	177214038101
SOUTH PASS 060 #G032	SP060G32	G02137	177214038302
SOUTH PASS 060 #G033	SP060G33	G01608	177214037700
SOUTH PASS 060 #G034	SP060G34	G02137	177214038901
SOUTH PASS 060 #G035	SP060G35	G02137	177214039200
SOUTH PASS 060 #G036	SP060G36	G02137	177214039301
SOUTH PASS 061 #B018	SP061B18	G01609	177214004802
SOUTH PASS 061 #E029	SP061E29	G01609	177214031802
SOUTH PASS 066 #A012	SP066A1200	G01611	177234011401
SOUTH PASS 066 #A015	SP066A15	G01611	177234011702
SOUTH PASS 066 #C001	SP066C0100	G01611	177212019402
SOUTH PASS 066 #C013	SP066C1300	G01611	177214005803
SOUTH PASS 066 #C021	SP066C2100	G01611	177214008303

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 066 #C025	SP066C2500	G01611	177214010301
SOUTH PASS 066 #C029	SP066C29	G01611	177214012702
SOUTH PASS 066 #C036	SP066C3600	G01611	177214005305
SOUTH PASS 067 #A001	SP067A01	G01612	177234010501
SOUTH PASS 067 #A004	SP067A04	G01612	177234010603
SOUTH PASS 067 #A005	SP067A05	G01612	177234010702
SOUTH PASS 067 #A008	SP067A08	G01612	177234010901
SOUTH PASS 067 #A009	SP067A09	G01612	177234011001
SOUTH PASS 067 #A010	SP067A10	G01612	177234011100
SOUTH PASS 067 #A011	SP067A11	G01612	177234011200
SOUTH PASS 067 #A013	SP067A13	G01612	177234011502
SOUTH PASS 067 #A014	SP067A14	G01612	177234011601
SOUTH PASS 067 #A016	SP067A16	G01612	177234015101
SOUTH PASS 067 #A019	SP067A19	G01612	177234015700
SOUTH PASS 067 #A020	SP067A20	G01612	177234015301
SOUTH PASS 067 #A021	SP067A21	G01612	177234015600
SOUTH PASS 067 #A022	SP067A22	G01612	177234015900
SOUTH PASS 067 #A023	SP067A23	G01612	177234015801
SOUTH PASS 067 #A024	SP067A24	G01612	177234016000
SOUTH PASS 067 #A025	SP067A25	G01612	177234017400
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH TIMBALIER 195 #B001	ST195B01	G03593	177154091400
SOUTH TIMBALIER 195 #B002	ST195B02	G03593	177154092500
SOUTH TIMBALIER 195 #B003	ST195B03	G03593	177154117901
SOUTH TIMBALIER 315 #A003	ST315A03	G23946	177164029004
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
STATE TRACT 773 #L001 (NW/4)	ST773L1N	111650	427023021000
STATE TRACT 773 #L001 (SW/4)	ST773L1S	136449	426023016700
STATE TRACT 773 #L002	ST773L2	115727	427023021800
STATE TRACT 773 #L003	ST773L3	114988	427023022000
VERMILION 196 #A001	VR196A01	G19760	177054112300
VERMILION 196 #A002	VR196A02	G19760	177054116700
VERMILION 196 #A004	VR196A04	G19760	177054127900
VERMILION 207 #A003	VR207A03	G19761	177054117600
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 272 #A001	VR272A01	G23829	177064091300
VERMILION 272 #A002	VR272A02	G23829	177064091400
VERMILION 272 #A003	VR272A03	G23829	177084093603
VERMILION 272 #A004	VR272A04	G23829	177064091602
VERMILION 272 #A005	VR272A05	G23829	177064091700
VERMILION 272 #A006	VR272A06	G23829	177064096100
VERMILION 272 #A007	VR272A07	G23829	177064096200
VERMILION 272 #B001	VR272B01	G23829	177064091800
VERMILION 272 #B002	VR272B02	G23829	177064092502

Asset Name	FWE Acct. Code	Lease Number	API
VERMILION 272 #C001	VR272C01	G23829	177064096001
VERMILION 273 #B003	VR273B03	G14412	177064092600
VERMILION 279 #A001	VR279A01	G11881	177064074701
VERMILION 279 #A002	VR279A02	G11881	177064075701
VERMILION 279 #A003	VR279A03	G11881	177064076601
VERMILION 279 #A004	VR279A04	G11881	177064087600
VERMILION 279 #A005	VR279A05	G11881	177064075802
VERMILION 279 #A006	VR279A06	G11881	177064079900
VERMILION 279 #A007	VR279A07	G11881	177064078800
VERMILION 279 #A008	VR279A08	G11881	177064079600
VERMILION 279 #A009	VR279A09	G11881	177064080400
VERMILION 279 #A010	VR279A10	G11881	177064080700
VERMILION 279 #A011	VR279A11	G11881	177064080802
VERMILION 279 #A012	VR279A12	G11881	177064087100
VERMILION 313 #B001	VR313B01	G01172	177064028100
VERMILION 313 #B002	VR313B02	G01172	177064029700
VERMILION 313 #B003	VR313B03	G01172	177064030100
VERMILION 313 #B005	VR313B05	G01172	177064032800
VERMILION 313 #B006	VR313B06	G01172	177064031900
VERMILION 313 #B007	VR313B07	G01172	177064032700
VERMILION 313 #B009	VR313B09	G01172	177064033801
VERMILION 313 #B010	VR313B10	G01172	177064035700
VERMILION 313 #B011	VR313B11	G01172	177064037100
VERMILION 313 #B012	VR313B12	G01172	177064036200
VERMILION 313 #C001	VR313C01	G01172	177064071700
VERMILION 313 #C002	VR313C02	G01172	177064071900
VERMILION 313 #C003	VR313C03	G01172	177064072200
VERMILION 313 #C004	VR313C04	G01172	177064072000
VERMILION 313 #D001	VR313D01	G01172	177064090000
VERMILION 313 #D002	VR313D02	G01172	177064090201
VERMILION 313 #D003	VR313D03	G01172	177064090300
VERMILION 313 #D004	VR313D04	G01172	177064090501
VERMILION 313 #D005	VR313D05	G01172	177064090701
VERMILION 408 #A001	VR408A01	G15212	177064084401
VERMILION 408 #A002	VR408A02	G15212	177064086600
VERMILION 408 #A003	VR408A03	G15212	177064089900
VIOSCA KNOLL 824 #004	VK82400402	G15436	608164032902
VIOSCA KNOLL 826 A-10 ST1	VK826A1001	G06888	608164032601
VIOSCA KNOLL 826 A-12 BP1	VK826A1201	G06888	608164038101
VIOSCA KNOLL 826 A-13	VK826A13	G06888	608164038200
VIOSCA KNOLL 826 A-14 ST1	VK826A1401	G06888	608164038001
VIOSCA KNOLL 826 A-3	VK826A03	G06888	608164022000
VIOSCA KNOLL 826 A-4	VK826A04	G06888	608164020500
VIOSCA KNOLL 826 A-5	VK826A05	G06888	608164022100
VIOSCA KNOLL 826 A-6	VK826A06	G06888	608164022200
VIOSCA KNOLL 826 A-7	VK826A07	G06888	608164023600
VIOSCA KNOLL 826 A-8	VK826A08	G06888	608164032400
VIOSCA KNOLL 826 A-9 ST1	VK826A0901	G06888	608164032501
VIOSCA KNOLL 826 A-1 ST	VK826A0101	G06888	608164019401
VIOSCA KNOLL 826 A-2	VK826A02	G06888	608164021900
VIOSCA KNOLL 826 SS12	VK826SS012	G06888	608164035800

Asset Name	FWE Acct. Code	Lease Number	API
VIOSCA KNOLL 917 SS01 ST2	VK917SS102	G15441	608164040002
VIOSCA KNOLL 962 SS01	VK962SS01	G15445	608164039901
WEST CAMERON 009 #001 SL 18287	SL1828701	18287	177002025000
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 485 #A001	WC485A01	G02220	177024010002
WEST CAMERON 485 #A010	WC485A10	G02220	177024117800
WEST CAMERON 485 #A011	WC485A11	G02220	177024118300
WEST CAMERON 485 #B006	WC485B06	G02220	177024108300
WEST CAMERON 498 #B001	WC498B01	G03520	177024106500
WEST CAMERON 498 #B002	WC498B02	G03520	177024106901
WEST CAMERON 498 #B003	WC498B03	G03520	177024109002
WEST CAMERON 498 #B004	WC498B04	G03520	177024109400
WEST CAMERON 498 #B005	WC498B05	G03520	177024116001
WEST CAMERON 498 #B006	WC498B06	G03520	177024116100
WEST CAMERON 498 #B007	WC498B07	G03520	177024116200
WEST CAMERON 498 #B008	WC498B08	G03520	177024118801
WEST CAMERON 498 #B009	WC498B09	G03520	177024120201
WEST CAMERON 498 #B010	WC498B10	G03520	177024121000
WEST CAMERON 498 #B011	WC498B11	G03520	177024131700
WEST CAMERON 507 #A002	WC507A02	G02549	177024018200
WEST CAMERON 507 #A003	WC507A03	G02549	177024020101
WEST CAMERON 507 #A004	WC507A04	G10594	177024023002
WEST CAMERON 507 #A005	WC507A05	G02549	177024023500
WEST CAMERON 507 #A006	WC507A06	G02549	177024024902
WEST CAMERON 507 #A007	WC507A07	G02549	177024094900
WEST CAMERON 507 #A008	WC507A08	G02549	177024094400

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 507 #A009	WC507A09	G02549	177024094700
WEST CAMERON 507 #B001	WC507B01	G02549	177024098304
WEST CAMERON 507 #B002	WC507B02	G02549	177024099001
WEST CAMERON 507 #B003	WC507B03	G02549	177024100201
WEST CAMERON 507 #B004	WC507B04	G02549	177024108202
WEST CAMERON 507 #B005	WC507B05	G02549	177024101200
WEST CAMERON 507 #C001	WC507C01	G02549	177024130300
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 027 #008	WD02708	G04473	177194065801



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BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	87.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	87.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
EAST BREAKS 159 P/F-A	EB159PFA	G02646	EB159	66.7%
EAST BREAKS 160 P/F-A	EB160PFA	G02647	EB160	100.0%
EAST BREAKS 165 P/F-A	EB165PFA	G06280	EB165	100.0%
EAST CAMERON 330 P/F-B	EC330PFB	G03540	EC330	95.0%
EAST CAMERON 332 P/F-A	EC332PFA	G09478	EC332	90.4%
EAST CAMERON 349 P/F-A	EC349PFA	G14385	EC349	25.0%
EUGENE IS 032 #012 CAS P/F	EI032PF12	00196	EI032	23.7%
EUGENE IS 032 #016 CAS P/F	EI032PF16	00196	EI032	23.7%
EUGENE IS 032 #020 CAS P/F	EI032PF20	00196	EI032	23.7%
EUGENE IS 032 #029 CAS P/F	EI032PF29	00196	EI032	23.7%
EUGENE IS 032 #8 CAS P/F	EI032PF08	00196	EI032	23.7%
EUGENE IS 032 P/F-10	EI032PF10	00196	EI032	23.7%
EUGENE IS 032 P/F-22	EI032PF22	00196	EI032	23.7%
EUGENE IS 032 P/F-23	EI032PF23	00196	EI032	23.7%
EUGENE IS 032 P/F-24	EI032PF24	00196	EI032	23.7%
EUGENE IS 032 P/F-25	EI032PF25	00196	EI032	23.7%
EUGENE IS 032 P/F-26	EI032PF26	00196	EI032	23.7%
EUGENE IS 032 P/F-27	EI032PF27	00196	EI032	23.7%
EUGENE IS 032 P/F-28	EI032PF28	00196	EI032	23.7%
EUGENE IS 032 P/F-30	EI032PF30	00196	EI032	23.7%
EUGENE IS 032 P/F-5	EI032PF5	00196	EI032	23.7%
EUGENE IS 032 P/F-A	EI032PFA	00196	EI032	23.7%
EUGENE IS 032 P/F-A-PRD	EI032PFAPR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-QRT	EI032PFAQR	00196	EI032	23.7%
EUGENE IS 032 P/F-A-TNK	EI032PFATN	00196	EI032	23.7%
EUGENE IS 032 P/F-E	EI032PFE	00196	EI032	23.7%
EUGENE IS 032 P/F-E-PRD	EI032PFEPR	00196	EI032	23.7%
EUGENE IS 032 P/F-F-CMP	EI032PFFCM	00196	EI032	23.7%
EUGENE IS 032 P/F-F-PROD	EI032PFFPR	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TANK	EI032PFFTN	00196	EI032	23.7%
EUGENE IS 032 P/F-F-TRT	EI032PFFTR	00196	EI032	23.7%
EUGENE IS 032 P/F-GM-VALVE	EI032PFGMV	00196	EI032	23.7%
EUGENE IS 032 P/F-H	EI032PFH	00196	EI032	23.7%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	0.0%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	0.0%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	11.1%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	11.1%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	11.1%
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	5.6%



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EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	0.0%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	11.1%
EUGENE IS 063 P/F-A	EI063PFA	00425	EI062	140.0%
EUGENE IS 063 P/F-B	EI063PFB	00425	EI062	140.0%
EUGENE IS 063 P/F-C-QTR	EI063PFC	00425	EI062	140.0%
EUGENE IS 100 P/F-D-QTR	EI100PFD	00796	EI100	100.0%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	25.0%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	25.0%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	25.0%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	25.0%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	25.0%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	25.0%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	14.5%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	100.0%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	100.0%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	60.0%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	0.0%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	0.0%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	0.0%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	0.0%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	33.3%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	33.3%
GALVESTON A-155 P/F-A	GAA155PFA	G30654	GAA155	8.1%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	40.0%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	51.2%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	51.2%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	27.6%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	12.0%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	12.0%
HIGH ISLAND A-550 P/F-A	HIA550PFA	G04081	HIA550	100.0%
HIGH ISLAND A-563 P/F-B	HIA563PFB	G02388	HIA563	2.7%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	27.6%
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	27.6%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	3.0%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	2.6%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	27.6%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	27.6%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	27.6%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	73.8%
SHIP SHOAL 149 P/F-C	SS149PFC	434	SS149	3.0%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	33.3%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	33.3%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	33.3%
SHIP SHOAL 177 P/F-7	SS177PF7	00590	SS177	25.0%

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SHIP SHOAL 177 P/F-A	SS177PFA	00590	SS177	25.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	0.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	1.0%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	0.0%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	0.2%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	20.9%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	0.2%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	40.0%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	47.3%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	47.0%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	0.3%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	19.8%
SHIP SHOAL 214 P/F-4	SS214PF4	00828	SS214	35.5%
SHIP SHOAL 214 P/F-E	SS214PFE	00828	SS214	35.5%
SHIP SHOAL 214 P/F-F	SS214PFF	00828	SS214	35.5%
SHIP SHOAL 214 P/F-H	SS214PFH	00828	SS214	35.5%
SHIP SHOAL 214 P/F-K	SS214PFK	00828	SS214	35.5%
SHIP SHOAL 214 P/F-L	SS214PFL	00828	SS214	35.5%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	5.2%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	0.3%
SHIP SHOAL 233 P/F-A	SS233PFA	G15293	SS233	33.8%
SHIP SHOAL 233 P/F-B	SS233PFB	G01528	SS233	33.8%
SHIP SHOAL 238 P/F-A	SS238PFA	G03169	SS238	34.5%
SHIP SHOAL 238 P/F-B	SS238PFB	G03169	SS238	34.5%
SHIP SHOAL 246 P/F-A	SS246PFA	G01027	SS246	78.7%
SHIP SHOAL 246 P/F-E	SS246PFE	G01027	SS246	78.7%
SHIP SHOAL 246 P/F-J	SS246PFJ	G01027	SS246	100.0%
SHIP SHOAL 247 P/F-F	SS247PFF	G01028	SS247	87.0%
SHIP SHOAL 248 P/F-D	SS248PFD	G01029	SS248	83.3%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	83.3%
SHIP SHOAL 253 P/F-C	SS253PFC	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-D	SS253PFD	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-E	SS253PFE	G01031	SS253	100.0%
SHIP SHOAL 253 P/F-F	SS253PFF	G01031	SS253	100.0%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	100.0%

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SHIP SHOAL 300 P/F-A	SS300PFA	G07760	SS300	24.3%
SHIP SHOAL 300 P/F-B	SS300PFB	G07760	SS300	21.8%
SHIP SHOAL 315 P/F-A	SS315PFA	G09631	SS315	25.0%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0%
SOUTH MARSH IS 102 P/F-A	SM102PFA	G24872	SM102	100.0%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0%
SOUTH MARSH IS 142 P/F-A	SM142PFA	G01216	SM142	100.0%
SOUTH MARSH IS 142 P/F-C	SM142PFC	G01216	SM142	100.0%
SOUTH MARSH IS 146 P/F-B	SM146PFB	G09546	SM146	100.0%
SOUTH MARSH IS 147 P/F-A	SM147PFA	G06693	SM147	100.0%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	0.4%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	30.1%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	0.4%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	26.8%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	0.4%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	11.9%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	0.4%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	0.0%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	41.2%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	0.3%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	0.5%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	31.4%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	0.5%
SOUTH PASS 060 P/F-A	SP060PFA	G01608	SP060	100.0%
SOUTH PASS 060 P/F-B	SP060PFB	G01608	SP060	100.0%
SOUTH PASS 060 P/F-C	SP060PFC	G01608	SP060	100.0%
SOUTH PASS 060 P/F-D	SP60PFD	G01608	SP60P	100.0%
SOUTH PASS 060 P/F-E	SP060PFE	G01608	SP060	100.0%
SOUTH PASS 060 P/F-F	SP060PFF	G01608	SP060	100.0%
SOUTH PASS 060 P/F-G	SP60PFG	G01608	SP60P	100.0%
SOUTH PASS 067 P/F-A	SP067PFA	G01612	SP067	100.0%
SOUTH PELTO 013 P/F-7	PL013PF7	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-9	PL013PF9	G03171	PL013	2.0%
SOUTH PELTO 013 P/F-A	PL013PFA	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-B	PL013PFB	G03171	PL013	0.0%
SOUTH PELTO 013 P/F-S	PL013PFS	G03171	PL013	0.0%
SOUTH TIMBALIER 195 P/F-B	ST195PFB	G03593	ST195	100.0%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	40.0%
VERMILION 196 P/F-A	VR196PFA	G19760	VR196	100.0%

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VERMILION 261 P/F-A	VR261APLT	G03328	VR261	25.0%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	25.0%
VERMILION 272 P/F-A	VR272PFA	G23829	VR272	100.0%
VERMILION 272 P/F-B	VR272PFB	G23829	VR272	100.0%
VERMILION 272 P/F-C	VR272PFC	G23829	VR272	100.0%
VERMILION 313 P/F-B	VR313PFB	G01172	VR313	100.0%
VERMILION 313 P/F-C	VR313PFC	G01172	VR313	100.0%
VERMILION 313 P/F-D	VR313PFD	G01172	VR313	100.0%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	0.331868
VIOSCA KNOLL 826 NEPTUNE SPAR	VK826NEP	G15441	VK826	100.0%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	0.0%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	0.0%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	0.0%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	17.1%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	25.0%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	75.0%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	75.0%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	75.0%
WEST CAMERON 171 P/F-A	WC171PFA	G01997	WC171	21.2%
WEST CAMERON 171 P/F-A-AUX1	WC171PFAA1	G01997	WC171	21.2%

Exhibit III-C(ii)

Name	State	County/Parish
BURRWOOD	Louisiana	Plaquemines
HAYES LUMBER	Louisiana	Jefferson Davis
HELIS 2	Louisiana	Iberia
MYETTE POINT	Louisiana	St. Mary

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
7912	Fieldwood Energy, LLC	EB	160	A	HI	A582	SSTI	12	GAS	Out of Service	G08528	G02647
7923	Fieldwood Energy, LLC	EB	165	A	HI	A 582	30 SSTI	12	GAS	Active	G08536	G06280
10301	Bandon Oil and Gas, LP	EC	332	A	EC	330	08 SSTI	6	OIL	Out of Service	G14699	G09478
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Out of Service	G02139A	G02115
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
7684	Fieldwood Energy, LLC	HI	A 550	A	HI	A 568	20 SSTI	10	GAS	Out of Service	G08276	G04081
6340	Fieldwood Energy, LLC	HI	A 568	Subsea Valve	HI	A 539	20 SSTI	20	G/C	Out of Service	G04974	G04081
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
14304	Fieldwood Energy, LLC	MP	101	SSTI Manifold	MP	102	Plat A	8	BLKG	Partial Abandon	G24687	G22792
15810	Fieldwood Energy Offshore LLC	MP	29	Well No. 1	MP	118	Platform A	6	BLKG	Out of Service	G28216	G27196
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481
4733	Fieldwood Energy Offshore LLC	SM	142	A	SM	127	24 SSTI	10	G/C	Out of Service	G03441	G01216
15106	Fieldwood Energy Offshore LLC	SM	146	B	SM	147	A	6	BLKG	Out of Service	G26837	G09546
15107	Fieldwood Energy, LLC	SM	146	B	SM	147	A	4	BLKG	Out of Service	G26838	G09546
15108	Fieldwood Energy, LLC	SM	147	A	SM	146	B	2	LIFT	Out of Service	G26839	G09546
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G14093	G06693
19363	Fieldwood Energy Offshore LLC	SM	147	A	SM	130	12 SSTI	6	BLKO	Out of Service	G29316	G06693
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Out of Service	G28756	G14456
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Out of Service	G28484	G02311
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
10268	Fieldwood Energy SP LLC	SP	60	A	SP	6	F/S	10	OIL	Out of Service	G14679	G02137
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
17775	Fieldwood Energy, LLC	SS	253	C	SS	208	F-Pump	4	OIL	Out of Service	G01691C	G01031
18094	Bandon Oil and Gas, LP	ST	195	B	ST	196	SSTI	6	G/C	Permitted for Abandonment Approved	G29005	G03593
11107	Bandon Oil and Gas, LP	ST	196	06-inch SSTI	SS	208	F	6	OIL	Permitted for Abandonment Approved	G05120	G03593
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13193	Bandon Oil and Gas, LP	VR	196	A	VR	206	12 SSTI	8	G/C	Out of Service	G22418	G19760
18591	Fieldwood Energy, LLC	VR	196	A	VR	215	A	4	BLKO	Out of Service	G29137	G19760
18588	Fieldwood Energy, LLC	VR	215	A	VR	196	A	4	GAS	Active	G29136	G19760
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
14609	Fieldwood Energy, LLC	VR	272	"A"	VR	250	8" SSTI	4	OIL	Out of Service	G25384	G23829
14277	Fieldwood Energy, LLC	VR	272	A	SM	116	20" SSTI	10	G/C	Out of Service	G25288	G23829
5440	Fieldwood Energy Offshore LLC	VR	313	B	VR	313	20 SSTI	10	GAS	Out of Service	G04044	G01172
15136	Fieldwood Energy, LLC	VR	313	B	VR	313	6" SSTI	6	OIL	Out of Service	G03879	G01172
4289	Fieldwood Energy Offshore LLC	WC	485	A	WC	509	GP	12	GAS	Out of Service	G02122E	G02220
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
16088	Fieldwood Energy, LLC	WD	122	A	WD	105	E	6	GAS	Out of Service	G28289	G13645
16089	Fieldwood Energy, LLC	WD	122	A	WD	105	E	3	OIL	Out of Service	G28290	G13645
15960	Fieldwood Energy, LLC	WD	90	A	WD	73	SSTI	4	OIL	Out of Service	G28260	G01089

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	63	A	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	EI 63 002,003, EI 62 and 005, 006, 008, 009, 010 and 011
EI	63	B	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
EI	63	C-QTR	21515	G30244	00425	Fieldwood Energy Offshore LLC	12/02/13	Production from EI 63 A
SM	146	B	1663	G30248	G09546	Fieldwood Energy Offshore LLC	08/21/13	SM 139 B001 & B002
SM	147	A	23389	G30200	G06693	Fieldwood Energy Offshore LLC	09/12/13	SM 139 B001, B002 & B002D
WD	86	A	22593	G30173	G04243	Fieldwood Energy Offshore LLC	06/20/13	WD 86 B001, B002 & B005
VK	826	A-Neptune Spar	24235	G30353	G15441	Fieldwood Energy LLC	07/03/18	VK 917 SS001 & VK 962 SS001



Call Signs:  
WQBQ549  
WQRK423

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/29/1956	Operating Agreement	Operating Agreement eff. 8-29-1956
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12-4-58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil 'Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	3/1/1961	Operating Agreement	SS 214 Operating Agreement eff. 3-1-61
Land	3/13/1962	Operating Agreement	Operating Agreement dated 3/13/62 between The Pure Oil Company and The Ohio Oil Company
Land	7/3/1962	Operating Agreement	Operating Agreement eff 7-3-62 as amended
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray DX Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement eff. 1/1/97
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784 - SS 271
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	12/23/1966	Joint Operating Agreement	Operating Agreement by and between American Petrofina Exploration Company (Operator), Chambers & Kennedy, COperating Agreementstal Production Company, Waymon G. Peavy, Harbert Construction Company, Jenney Manufacturing Company, Kirby Petroleum Co., HC Price Co., States Marine Lines, Inc., Pan American Petroleum Corporation
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement 8/1/1973
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	7/1/1974	Joint Operating Agreement	Operating Agreement originally by and between Mobil Oil Corporation, Union Oil Company of California and Amoco Production Company, as amended
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	7/1/1975	Joint Operating Agreement	Operating Agreement eff. 7/1/75 by and between Mesa Petroleum as Operator and American Natural Gas Production Co, et al
Land	9/1/1975	Joint Operating Agreement	First Amendment to Operating. Agreements, dated effective September 1, 1975, between Mobil Oil Corporation, Amoco Production Company, and 'Union Oil Company of California.
Land	3/17/1976	Joint Operating Agreement	Unit Operating Agreement 3/17/76 between Forest Oil Corp and Columbia Gas Development Corp, etal
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1, 1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	8/1/1977	Joint Operating Agreement	Operating Agreement eff. 8-1-77 b/b Transco et al
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	8/17/1978	Ownership Agreement "F" Platform	Platform Ownership Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Texas Gas Exploration Corporation, Pelto Oil Company, Ocean Production Company, Ocean Oil and Gas Company
Land	9/15/1978	Joint Operating Agreement	Amendment of Operating Agreement, dated September 15, 1978, between Amoco Production Company, Mobil Oil Corporation, and 'Union Oil Company of California.
Land	11/13/1978	Joint Operating Agreement	Second Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/13/1978	Joint Operating Agreement	Fourth Amendment to Operating Agreements, dated effective; November 13, 1978, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California
Land	11/17/1978	FO	Farmout Agreement dated November 17, 1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1, 1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.

Land	5/2/1979	Proposed Installation and Operating Agreement of Ship Shoal Area Block 246 Field ("A" Platform)	Installation and Operating Agreement by and between CNG Producing Company, Consolidated Gas Supply Corporation
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANY and FLORIDA EXPLORATION COMPANY, ET AL
Land	1/1/1980	Joint Operating Agreement	Third Amendment to Operating Agreements, dated effective January 1, 1980, between Mobil Oil Corporation, Amoco Production Company, and Union Oil Company of California.
Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1, 1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship Shoal Operating Agreement Blocks 206, 207, OCS-G:523:ahd OCS-G 1523, respectively.
Land	4/22/1980	Joint Operating Agreement	Amendment to Operating Agreement, dated April 22, 1980, between Union Oil Company, of California and Amoco Production Company.
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement (MP 108+) 9/1/1981
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28, 1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1, 1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	4/13/1984	Unit Operating Agreement	WD 27 28 Unit Operating Agreement Tenneco OP & Samedan et al as amended
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3, 1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Huffco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf Cooperating Agreementst, Inc., and Huffco 1982 Exploration Limited Partnership, as Assignees, assigning all of Huffco Petroleum's record title interest to the Assignees.
Land	3/3/1986	OA	Offshore Operating Agreement (All of Block 300 - A Wells) 3/3/1986
Land	5/1/1986	Assignment	Assignment, dated effective May 1, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/1/1986	Joint Operating Agreement	Amendment to Operating Agreement, dated effective July 1, 1986,, between Amoco Production Company; Union Oil Company of California, and Mobil Producing Texas & New Mexico, Inc.
Land	10/20/1986	UA	Unit Agreement 10/20/86 between Chevron USA Inc., Union Exploraiton partners, LTD, and Pennzoil Producing Company
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31, 1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	9/10/1990	FO	Farmout Agreement (Forest - SS 291/300) 9/10/1990
Land	9/15/1990	OA	Offshore Operating Agreement (NW/4 NW/4 Blk 300 - B Wells) 9/15/1990
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	10/1/1990	UOA	UA and Unit Operating Agreement dated 10/1/90 between Marathon Oil Co and Phillips Petroleum et al
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Hosuton Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and. Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.
Land	5/15/1992	Unit Agreement	EC 331/332 Unit Agreement

Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	FO	Farmout Agreement 7/1/1992
Land	7/1/1992	OA	Offshore Operating Agreement 7/1/1992
Land	1/1/1993	OA	Operating Agreement 1/1/1993
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	6/15/1993	GC 244 Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations on the Green Canyon Block 244 Unit (Contract No. 754393016) dated effective June 15, 1993, covering OCS-G 11043 (Green Canyon Block 244), OCS-G 12209 (Green Canyon Block 200), and OCS-G 12210 (Green Canyon Block 201).
Land	6/15/1993	Unit Operating Agreement	Unit Operating Agreement dated effective June 15, 1993 between Shell Offshore Inc and Marathon Oil Company, as successors in interest.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating Agreements 12-30-1993
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	5/12/1994	Letter Agreement	Letter Agreement by and between CNG Producing Company and Columbia Gas Development Corporation
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, AND DALEN RESOURCES OIL & GAS CO.
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19, 1994, between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship Sh Operating Agreement Block 206 and OCS-G 1523, Ship Sh Operating Agreement Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November 30, 1994, between Norcen Explorer, Inc., Texaco Exploration, and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28, 1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment to Joint Venture Development Agreement, dated April 6, 1995, between Norcen Explorer, Inc., Texaco Exploration and Production; Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration So Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship Sh Operating Agreement Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	8/16/1995	Letter Agreement	Letter Agreement by and between Columbia Gas Development and CNG Producing Company
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC, AND PETROBRAS AMERICA, INC.
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	4/17/1996	Plan of Development	Plan of Development by and between Shell Offshore Inc, BP Exploration and Oil, Inc and marathon oil company dated effective 17 Apr 1996.
Land	8/26/1996	PSA	Purchase and Sale Agreement, dated August 26, 1996, between Amoco Production Company and Union Oil Company of California, EB 158/EB 159.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996

Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	1/1/1997	OA	Operating Agreement eff. 1-1-97
Land	5/1/1997	Joint Operating Agreement	Amendment to Operating Agreement, dated effective May 1, 1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	8/1/1997	UOA	EC 331/332 Unit Operating Agreement
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE COoperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES COoperating AgreementSTAL POSITION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND COoperating AgreementSTAL O&G CORPORATION.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF COoperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/9/1999	Joint Operating Agreement	Offshore Operating Agreement, dated February 9, 1999, between Ocean Energy, Inc. and Shell Offshore Inc., covering Vermilion 195, 196 and 207, as amended December 23, 1999 by that certain Letter Agreement regarding the sale of properties to McMoran Oil & Gas LLC, and further amended August 22, 2000, December 31, 2001 and September 15, 2010.
Land	12/1/1999	Assignment	Assignment of Record Title Leasehold Interest dated effective December 1, 1999 between Shell Offshore Inc., as Assignor, and McMoRan Oil & Gas LLC, as Assignee, covering OCS-G 19760, Vermilion Block 196
Land	11/1/1980	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Mexico, dated effective November 1, 1980, between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77 and 78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	1/1/2001	Joint Operating Agreement	Fifth Amendment to Operating Agreements, dated effective January 1, 2001, between Union Oil Company of California and Vastar Offshore, Inc.
Land	1/15/2001	Joint Operating Agreement	Amendment to Operating Agreement, dated January 15, 2001, between Union Oil Company, Amoco Production Company, and Vastar Offshore, Inc.
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	3/1/2001	JDA	Joint Development Agreement with Operating Agreement, dated March 1, 2001, between Union Oil Company of California, Vastar Offshore, Inc. and Panaco, Inc., parts of EB 161 and 205.
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PETROLEUM COMPANY ET AL
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	9/17/2001	Joint Operating Agreement	Joint Operating Agreement attached to and made part of that certain Farmout Agreement dated September 17, 2001 by and between Amoco Production Company (Samedan Oil Corporation was successor-in-interest to Amoco Production Company and subsequently merged with Noble Energy, Inc.; Fieldwood is successor-in-interest to Noble Energy, Inc.) and Mariner Energy, Inc.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 66
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 135
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 136
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 137
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering SM 150
Land	11/1/2001	Joint Operating Agreement	Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Avira Energy Corporation
Land	11/1/2001	PA	Participation Agreement by and between Dominion Exploration & Production, Inc. and Avira Energy Corporation
Land	3/15/2002	Bidding Agreement	BIDDING AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator

Land	8/30/2002	OA	SP 42 43 Operating Agreement LLOG and Pure et al
Land	9/1/2002	Operating Agreement	Operating Agreement by and between Union Oil and Northstar Gulfsands
Land	12/12/2002	PA	PARTICIPATION AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	MOA	MEMORANDUM OF OPERATING AGREEMENT LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	12/12/2002	Joint Operating Agreement	Joint Operating Agreement by and between Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 12 Dec 02
Land	3/24/2003	FO	FARMOUT AGREEMENT BY AND BETWEEN NOBLE / KERR-MCGEE FARMOUT (MP 109) 3/24/2003
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire*Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc, and Westport Resources Corporation et al
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/1/2004	Assignments	Assignment from BP Exploration and Production to Noble Energy Inc dated effective 1 Jan 04 (Relevant PSA was excluded from NBL - FW Deal)
Land	2/1/2004	OA	VR 272 Operating Agreement eff/ 2-1-04 LLOG and ST Mary
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated. March 25, 2004 between Anadarko E & T P Company LP: Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George, R. Brown Partnership LP, Offshore Investment , Cov and the Lamar Hunt Trust Estate,, whereby the Unit 'was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/1/2004	OA	Operating Agreement dated 4/1/04 between Newfield Exploration Co and Hunt Petroleum (AEC) Inc
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72
Land	5/26/2004	Production Handling Agreement	Production Handling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 26 May 2004 and as amended by (a) 1st Amendment dated 27 Jun 2005 (b) 2nd Amendment dated 6 Feb 2006 © 3rd Amendment dated 30 Jan 2008
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services- Gulf COperating Agreementst Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/1/2004	FO	FO eff. 11/1/04 as Amended, between Newfield Exploration Company, Continental Land & Fur Co., Inc., KCS Resources, Inc., and Fidelity Oil Co., as Farmors, and Explore Offshore LLC as Farmee
Land	12/20/2004	Preferential Right Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and Marathon Oil Company dated 20 Dec 2004
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/11/2005	Pref Right	Preferential Right Agreement dated 01/11/05 between BP and SOI for the acquisition of 49.999985% of BP's 33.33333% interest at Troika.
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller- and Union Oil "Company-of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms'. NEVER CONSOMATED.
Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil , covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	2/28/2005	OA	JOperating Agreement eff. 2-28-05 b/b Peregrine O&G and Chroma Energy, et al; as amended
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	9/12/2005	Notice	NOTICE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND DAVIS OFFSHORE, L.P.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	1/19/2006	Letter Agreement	Letter Agreement, - dated January 19, 2006, between BP Exploration & Production Inc. and Union Oil Company of California:

Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as Farmor, and Mariner Energy Resources, Inc., as farmee, covering S/2 of SM 149 (OCS-G 2592) and S/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATION and SENECA RESOURCES CORPORATION
Land	11/10/2007	Purchase and Sale Agreement	Purchase and Sale agreement by and between BP Exploration and Production Inc and W+T Offshore, Inc. dated 9 Nov 2004 (Preempted by Shell and Marathon)
Land	5/14/2008	Notice	Final Notification Letter Memo-Well Payout, elated May 14, 2008, EB 160 #A-13 well paid out on March 3, 2008.
Land	10/1/2008	ORRI	OVERRIDING ROYALTY INTEREST AGREEMENT BY AND BETWEEN LLOG EXPLORATION OFFSHORE INC AND DAVIS OFFSHORE, L.P. TO SHELL OFFSHORE INC AND MARATHON OIL COMPANY
Land	10/1/2008	Farmout Agreement	Farmout Agreement by and between Shell Offshore, Marathon Oil Company, Llog Exploraiton Offshore, Inc and Davis Offshore L.P. dated 1 Oct 2008
Land	2/15/2009	FO	Farmout Agreement dated February 15, 2009 between SPN Resources LLC and Moreno Offshore Resources, L.L.C., Farmors, and Houston Energy, L.P., Farmee
Land	2/17/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN DAVIS OFFSHORE, L.P. AND LLOG EXPLORATION OFFSHORE, INC.
Land	3/6/2009	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., LLOG EXPLORATION OFFSHORE, INC. AND DAVIS OFFSHORE, L.P.
Land	3/30/2009	PA	Participation Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C., et al and Challenger Minerals Inc.
Land	3/30/2009	Joint Operating Agreement	Offshore Operating Agreement dated March 30 2009 between Helis Oil & Gas Company, L.L.C., Operator, and Houston Energy, LP, et al, Non-operators; as Ratified and Amended by Ratification And Amendment of Operating Agreement dated March 16, 2012
Land	3/30/2009	MOA	Memorandum of Offshore Operating Agreement and Financing Agreement dated March 30, 2009 between Helis Oil & Gas Company, L.L.C. et al
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATION and WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATION and WALTER OIL & GAS CORPORATION, ET AL
Land	3/30/2010	Marketing Election	Ship ShOperating Agreementl 252 Marketing Election Letter dated March 30, 2010 (Helis Oil & Gas Company, L.L.C.)
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc., Assignor, and Chevron U.S.A. Inc. as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities; pipelines, equipment, contracts,, etc., all as more fully described therein.
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	5/31/2011	Tolling Agreement	Tolling Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 31 May 2011 and as extended by (a) 1st Extension dated 30 Jun 2012 (b) 2nd Extension dated 30 Sept 2012
Land	6/3/2011	Notice	Apache Notice Letter, dated June 3, 2011, non-consented EB 159 #A-9 Well, Thru Tubing Gravel Pack GM 2-2.
Land	8/1/2011	ABOS	ABOS eff. 8-1-2011 b/b XTO Offshore Inc. ("Assignor") and Dynamic Offshore Resources, LLC ("Assignee")
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATION and CASTEX OFFSHORE, INC., ET AL
Land	3/20/2012	Notice	Chevron's Notice to Apache Letter, dated March 20, 2012, EB 159 #A-15 Well (GM-2-2 Sand) conductor removal.
Land	4/27/2012	PHA	Production Handling Agreement dated August 1, 2009 between SPN Resources, LLC and Moreno Offshore Resources, L.L.C., Platform Owners, and Helis Oil & Gas Company, L.L.C., et al, Producers; as amended by agreement on April 27, 2012.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATION and CASTEX OFFSHORE, INC., ET AL
Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.
Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73% net).



Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448,1, ), together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	11/30/2012	Permit Agmt(Incl Seismic)	Seismic Reprocessing and Data Use Agreement by and between Noble Energy, Inc and Apache Deepwater LLC dated 30 Nov 12
Land	2/6/2013	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 6 Feb 2013 re system upgrades
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	5/1/2013	Transportation Agreement	Transportation Agreement by and between Dynamic Offshore Resources NS, LLC, W&T Offshore, Inc., Hall-Houston Exploration IV, L.P., GOM Offshore Exploration I, LLC and PetroQuest Energy, LLC
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	9/12/2013	Amendmnt of Exhibit "D" to Unit Operating Agreement	Amends U Operating Agreement dated 04/13/1984 as amended 09/08/2011
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
Land	10/7/2013	Election Letter Agreement PL 13 007 ST2 Well	Election Letter Agreement by and between Fieldwood Energy LLC and Enven Energy Ventures LLC
Land	11/1/2013	Purchase & Sale Agreement	Purchase and Sale Agreement by and between Noble Energy, Inc, Anadarko Petroleum, Anadarko US Offshore Corp and Eni Petroleum US LLC dated 1 Nov 13 as amended 21 July 2016 (but effective 1 Oct 14)
Land	12/1/2013	Acquisition	Equity Purchase Agreement between Sandridge Energy, Inc., Sandridge Holdings, Inc. and Fieldwood Energy LLC: Fieldwood purchased all companies listed with their assets which included Offshore and SandRidge Legacy South Texas and South Louisiana assets.
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/20/2014	Letter Agreement	Letter Agreement by and between Shell Offshore Inc, LLOG Exploration Offshore, Inc and Davis Offshore L.P. dated 20 Jan 2014 re settlement of real Operating Agreement
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/21/2014	Production Handling Agreement	For WD 27 "A" platform handling WD 28 production
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/16/2014	Termination of Farmout Agreements	Terminates Farmouts dated 05.01.13 and 06.01.13
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Davis Offshore L.P.
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co: HIPS 13-III
Land	7/25/2014	Amendment and Ratification of Production Handling Agreement	Amend PHA for WD 27 "A" platform handling WD 28 production dated 04/21/14
Land	8/5/2014	Purchase and Sale Agreement	Equity Purchase Agreement by and between Davis Petroleum Acquisition Corp, Davis Offshore Partners, LLC and Davis Offshore, L.P. and Fieldwood Energy Offshore dated 5 Aug 2014
Land	1/1/2015	Acquisition	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey: Conversion of NPI to ORI for the WD 79/80/85/86 - fields
Land	1/1/2015	Acquisition	by and between Fieldwood SD Offshore LLC, Unocal Pipeline Company and Union Oil Company of California : East Breaks 158/160 Fields
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc. : GOM NOJV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Troika Unit - GC 244, 200, 201
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
Land	1/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey, : Net Profits Interest
Land	1/1/2015	Confidential Mutual Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Paul G. Hendershott and C. Gordon Lindsey,
Land	1/1/2015	Overriding Royalty Assignment	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc: Overridign Royalty Assignment
Land	1/13/2015	Acquisition	by and between Fieldwood Onshore LLC and Energy XXI Onshore, LLC: relative to (1) the transfer and ownership of certain existing leasehold rights, (2) the acquisition of additional leasehold rights, (3) the conduct of a 3-D geophysical survey and (4) the drilling, completion and operation of oil and/or gas wells relative to the lands outlined in Red on Exhibit "B" (the "Contract Area").
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P., and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
Land	4/1/2015	Production Handling Agreement	by and between Bandon Oil and Gas, LP, Tana Exploration Company LLC, CSL Exploration LLC, GCER Offshore LLC and W&T Offshore, INC.: PHA
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Stat Energy & Consulting, Inc. dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of James A. Bibby dated May 14, 2015
Land	5/14/2015	ORRI	Assignment of Overriding Royalty Interest from Knight Resources, LLC, in favor of Clifford T. Crowe dated May 14, 2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015

Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	7/1/2015	Settlement Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-S RIG Incident
Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc. : MP 77, 78 and VK 251, 252, 340 Fields
Land	8/12/2015	Pipeline Modification Agreement	Relative to pipelines near SS 208 Seg #1849 and #882
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc, and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	12/18/2015	Well Operations Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy SP LLC, Arena Energy, LP, Arena Energy GP, LLC and Arena Energy Offshore, LP : WD 86 B-3 well
Land	3/14/2016	Completions Letter Agreement	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: SP #37 #3 well dually completed and no longer economic for Fieldwood
Land	4/1/2016	Divestiture	by and between Fieldwood Energy Offshore LLC and Whitney Oil & Gas, LLC: Assignment of interest in the SP 37#3 J1 and J2 sands
Land	4/1/2016	Second Amendment of Production Handling Agreement	by and between Fieldwood Energy Offshore LLC and Walter Oil & Gas Corporation : Second Amendment of Production Handling Agreement - East Breaks 165 A Platform
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	7/1/2016	Acquisition	by and between Fieldwood Energy Offshore LLC and JOC Venture: SS 246 JOC Withdrawal
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: ABOS pursuant to JOC Venture withdrawal
Land	8/8/2016	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture Withdrawal
Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subseq Modification - Shell owned ST 300 Platform
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow cox to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	1/1/2018	Acquisition	by and between Fieldwood Energy SP LLC and Knight Resources LLC: Acquisition of Knight's interest in the SS 252 #F-4
Land	1/2/2018	Letter Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: Governs participation in WD 73 C-27 McCloud drill well
Land	4/1/2018	Purchase and Sale Agreement	Purchase and Sale agreement by and between Fieldwood Energy LLC and Marathon Oil Company dated 20 June 2018 and effective 1 April 2018
Land	4/11/2018	F40 Cost Memorialization Agreement	by and between Fieldwood Energy LLC and EXXI GOM, LLC: WD 73 C-27 Well McCloud F-40 Reservoir memorialization of drilling costs, etc.

Land	4/11/2018	West Delta 73 C-27 "MCCLOUD" F-40 Sand Reservoir A	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: West Delta 73 C-27 "MCCLOUD" F-40 Sand Reservoir A - Letter Agreement
Land	5/21/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy and Eni Petroleum 21 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	5/22/2018	Consent to Assign	Consent to Assignment by and Between Fieldwood Energy, Noble Energy and Anadarko Petroleum Corporation dated 22 May 2018 governing transition from NBL to Fieldwood Ownership of Neptune
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's Interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: ABOS pursuant to Entech Enterprises Withdrawal
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Enterprises withdrawal & settlement
Land	9/18/2018	Construction and Operating Agreement for the Interconnect Pipeline	
Land	12/5/2018	Escrow Agreement	Escrow Agreement by and between Anadarko Offshore LLC, Eni Petroleum US LLC and Noble Energy, Inc dated 5 December 2013 and amended by that first amendment dated 5 Dec 2018
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	2/8/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Richard Schmidt, as Trustee for the Black Elk Litigation Trust and the Black Elk Liquidating Trust: Pursuant to that certain Stipulation and Agreed Order including Terra Point Petroleum LLC
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sanare
Land	4/30/2019	CPHTA Extension Letter Agreement	by and between Fieldwood Energy Offshore LLC, ANKOR E&P Holding Corporation and Orinoco Natural Resources LLC :Ankors production from MC 21 processed at SP 60
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/1/2019	Divestiture	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Fieldwood Divestiture of WD 73 Field Interests in the F40 Sands
Land	7/1/2019	Farmout Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/1/2019	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Energy XXI GOM, LLC: Assignment and Bill of Sale
Land	7/2/2019	Letter Agreement	By and between W & T Offshore, Inc. and Dynamic Offshore Resources NS, LLC and Peregrine Oil and Gas II, LLC and GOM Energy Venture I, LLC
Land	8/28/2019	CPHTA Extension Letter Agreement	Extension to 04/30/2019 Letter Agreement: Ankors production from MC 21 processed at SP 60
Land	11/1/2019	Amendment No. 3 to CPHYA, PHA and Transportation Agreement	by and between Fieldwood Energy Offshore LLC and Fieldwood Energy Offshore LLC as Processor and ANKOR Energy LLC, ANKOR E&P Holdings Corporation, KOA Energy LP and Sanare Energy Partners, LLC as Producer
Land	2/13/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	4/23/2020	CPHTA Subsea Tie-in Deadline Extension Letter Agreement	by and between Sanare Energy Partners, Fieldwood Energy LLC, ANKOR E&P Holdings Corporation and KOA Energy LP
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
PHA SP 60F/MC 21	4/29/2005	CONSTRUCTION, PRODUCTION HANDLING AND TRANSPORTATION AGREEMENT	PHA by and between Fieldwood and ANKOR E&P HOLDINGS CORPORATION and ANKOR E&P HOLDINGS CORPORATION
PHA SM 278/SM 257	1/1/2008	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and HELIS OIL & GAS CO and HELIS OIL & GAS CO
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform 10/01/2020 - 11/30/2021	A-LOPS-SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/25/1985	Lease of Platform Space	A-LOPS-WD86A by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	9/1/1997	09/01/2020 - 8/30/2021	A-LOPS-WD79A by and between Fieldwood and PANTHER AS CONTRACT OPERATOR FOR VENICE GATHERING SYSTEM and PANTHER AS CONTRACT OPERATOR FOR VENICE GATHERING SYSTEM
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BR1116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-11 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET

LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-21 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-27 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	9/1/1997	LEASE OF PLATFORM SPACE	VEN104-LOPS by and between Fieldwood and Panther as Contract Operator for Venice Gathering System and Panther as Contract Operator for Venice Gathering System
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PRODUCTION HANDLING AGMT (JIB)	1/31/2005	PRODUCTION HANDLING AGREEMENT (NEPTUNE)Swordfish Producers	VK826NEP by and between Fieldwood and Apache Deepwater LLC and Apache Deepwater LLC
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HI A-582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC
PRODUCTION HANDLING AGMT (Non-Op)	11/14/1996	PRODUCTION HANDLING AGREEMENT	EC 349 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	SS 315A3/ST 314 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	SS 315A3/ST 314 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)	6/13/1996	PRODUCTION HANDLING AGREEMENT	SS 300 B/SS301 by and between Fieldwood and W & T Offshore, Inc. and W & T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)	5/5/2009	PRODUCTION HANDLING AGREEMENT	SS 189 C-1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Transco and Transco
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	Gas Gathering Agreement	DIGS Gathering Agreement for Swordfish-Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Texas Eastern and Texas Eastern
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	2/1/2019	Pool Agreement	Pool Agreement by and between Fieldwood Energy LLC and Gulf South Pipeline Company, LP and Gulf South Pipeline Company, LP
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, Ilc and HIGH ISLAND OFFSHORE SYSTEM, Ilc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTM. Ilc and HIGH ISLAND OFFSHORE SYSTM. Ilc

Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Transport	11/1/1995	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and HIGH ISLAND OFFSHORE SYSTEM, llc and HIGH ISLAND OFFSHORE SYSTEM, llc
Marketing Gas - Gathering	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Gathering	4/1/2020	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Kinetica Midstream Energy, LLC and Kinetica Midstream Energy, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	8/7/2009	IT Transport Contract - "IT Discount Life of Reserves"	Stingray - WC 485, WC 507 \$.13 discount Life Of Reserve Dedicaiton by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	10/1/2019	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy LLC and Venice Gathering and Venice Gathering
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	4/1/2010	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy Offshore, LLC and Nautilus Pipeline Company and Nautilus Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT PR Transport Contract	Searobin West PTR Transprt, max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Transport	Searobin East - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde -Flash-Transport	Searobin East - Rertrgrade-Flash- Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011, disoucnet letter 9/16/2011	IT-PTR Transport plus discount letter letter	Searobin WestIT PTR Contract for Discount SMI 142 and SMI 140 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT Transport Contract	Searobin West Pipeline - sandridge /Dynamic IT transport plus Discount letter for SMI 142 and SMI 40 by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2008	Gas Gathering Agreement-Amendment	DIGS Gaathering Agreement for Swordfish-Neptune - Amendment adds Burlington Resources WI by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement	DIGP - FT2 & Reserve Dedication - Swordfish Neptune by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners



Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/1/2005	FT-2 (MP) Reserve Commitment Agreement - Amendment	DIGP - FT2 & Reserve Dedication - Swordfish Neptune - Amendment Adds Burlington Resources WI; plus 2 more amendments Revising MDQ by and between Fieldwood Energy LLC and DCP Midstream, Daulphin Island Gathering Partners and DCP Midstream, Daulphin Island Gathering Partners
Marketing Gas - Transport	8/7/2009	IT Transport Contract - "IT Discount Life of Reserves"	Stingray - WC 485, WC 507 \$.13 discount Life Of Reserve Dedicaiton by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas-Transport	12/18/1997	FT - Transport	Venice Gatheing Firm Transport with Disount \$.05, WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Transport	1/1/2001	FT - Transport	Venice Gatheing Firm transport Max rate WD 79 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Marketing Gas-Gathering	11/1/2006	IT Transport	Venice Gathering, WD 39 Effective date 11/1/2006 WD 64 Effective 11/1/2010 by and between Fieldwood Energy LLC and Venice Gathering System, L.L.C. and Venice Gathering System, L.L.C.
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy Offshore LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/1/2014 (Amends and supercedes the Construction and Operations Agreement dated June 1, 1972.	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and

Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stinray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stinray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Dynamic Offshore Resources, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Sandridge Offshore, LLC and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned by High Island Offshore System. Theirs Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy Offshore LLC and and
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshoe LLC and and
Oil Purchase and Sale Agreement/Transport	8/1/2018	Oil Purchase and Sale Agreement between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Memorandum of Agreement	8/1/2020	Memorandum of Agreement Between Fieldwood Energy Offshore LLC and Poseidon Oil Pipeline Company LLC	Memorandum of Agreement by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC



Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Oil Gathering Agreement	7/1/2005	Oil Gathering Agreement	Crude Oil Transport. by and between Fieldwood Energy LLC and Main Pass Oil Gathering Company and Main Pass Oil Gathering Company
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gathering LLC and Main Pass Oil Gathering LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gathering LLC and Main Pass Oil Gathering LLC
Reimbursement Agreement	1/21/2019	Pigging Service Reimbursement Agreement	Reimbursement Agreement by and between Fieldwood Energy LLC and Main Pass Oil Gathering LLC and Main Pass Oil Gathering LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoran Oil & Gas LLC and McMoran Oil & Gas LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoran Oil & Gas LLC and McMoran Oil & Gas LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	Central Texas Gathering System (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	Central Texas Gathering System (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	Central Texas Gathering System Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	Central Texas Gathering System Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation

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Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	1/1/2007 Original Contract; Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	8/1/1992, Amendment Effective 1/1/2007	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	3/3/2011	Associated Liquids Transportation Agreement #117842	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Liquids Transportation	11/1/2012 Amendment Date: 8/1/2014	Amendment No. 1	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Deepwater Express, LLC and Kinetica Deepwater Express, LLC
Oil Amendment transferring from Apache to Fieldwood Energy LLC	12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Rate Amendment to Liquid Transportation Agreement	Amendment effective 1/1/2011	Agreement for the Allocation of Liquid Hydrocarbons at the Patterson Terminal effective 7/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquid Handling Agreement	5/1/2008	Liquid Handling Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement	3/1/2011	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement to transfer from Apache Shelf, Inc. to Fieldwood Energy LLC	11/1/2012 amended 12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement transferring from Apache Shelf, Inc. to Fieldwood Energy LLC	11/2/2010 amended effective 12/1/2014	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transportation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Separation and Stabilization Agreement	6/1/2014	Third Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Block on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	1/1/2015	Fourth Amendment to Liquids Separation and Stabilization Agreement	LSSA putting all Blocks on one contract by and between Fieldwood Energy Offshore LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Transportation Agreement	1/1/2015	Second Amendment to Liquids Transportation Agreement	LTA by and between Fieldwood Energy Offshore LLC and Nautilus Pipeline Company, L.L.C. and Nautilus Pipeline Company, L.L.C.
Oil Liquids Transportation Agreement	5/1/2015	Amendment to Transportation Agreement	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

[illegible]

[illegible]

Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales/Purchase	6/1/1998	Crude Oil Purchase and Sale Agreement	Producers sell Crude Oil to Questor and Questor purchases Crude Oil from Producers. Producers buy back a volume of Crude Oil at HIPS Segment III tie-in equal to their monthly production sold to Questor at the Platform. by and between Fieldwood Energy LLC and Questor Pipeline Venture and Questor Pipeline Venture
MARKETING - GAS PROCESSING	10/22/1976	CONSTRUCTION/OPERATING	Agreement for the Construction and Operation of the Blue Water Gas Plant, Acadia Parish, Louisiana by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	7/1/2019	PROCESSING-FEE	between \$.15 /mmbtu to \$.10 /mmbtu depending on volume esc by and between Fieldwood Energy LLC and Arrowhead Louisiana Pipeline, LLC and Arrowhead Louisiana Pipeline, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	11/5/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	2/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	9/1/2004	1st AMENDMENT PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	8/1/2005	GAS PROCESSING / CONDITIONING AGREEMENT	GPM: <2=80%, 2-3=82.5%, >3=85% by and between Fieldwood Energy LLC and DCP Midstream, DCP Mobile Bay Processing, LLC and DCP Midstream, DCP Mobile Bay Processing, LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (esc) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	5/1/2009	PROCESSING AGREEMENT-GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	6/29/2010	PROCESSING AGREEMENT AMENDMENT- GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM: <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.



MARKETING - GAS PROCESSING	11/1/2010	PROCESSING AGREEMENT- 1ST AMENDMENT-GREATER OF Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/24/2012	PROCESSING AGREEMENT- 2ND AMENDMENT-GREATER OF Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	7/1/2011	GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/1/2012	FIRST AMENDMENT - GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	7/1/2011	GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	FIRST AMENDMENT - GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	GAS PROCESSING AGREEMENT-POL	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	1/19/2012	GAS PROCESSING AGREEMENT-POL	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	2/17/2014	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	2/17/2014	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	92% / 8% by and between Fieldwood Energy LLC and ENLINK Midstream current operator and ENLINK Midstream current operator
MARKETING - GAS PROCESSING	11/9/2004	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2007	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2010	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/12/2011	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2011	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/1998	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/1998	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2010	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2010	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2011	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2011	GAS PROCESSING AGREEMENT-AMENDMENT- POL	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2005	POL -GAS PROCESSING AGREEMENT	POL DEPENDENT ON GPM by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2005	POL -GAS PROCESSING AGREEMENT	POL DEPENDENT ON GPM by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2006	POL -GAS PROCESSING AGREEMENT	POL= 85%/15% by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2011	POL -GAS PROCESSING AGREEMENT-AMENDMENT	POL DEPENDENT ON GPM PLU FEE - 77%/23% -\$.12026 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	3/15/2020	GREATER OF FEE OR POL - GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC



MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	8/1/2009	FEE GAS PROCESSING AGREEMENT	FEE - .0800 PER mcf by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	POL- GAS PROCESSING AGREEMENT	pol 85% 15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2012	Gas processing Raw make purchase	Gas processing Raw make purchase by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	– IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	4/1/1981	Unit Agreement No. 14-08-001-20231	Unit Agreement for the C-6/JS Sand, effective April 1,1981, between. Arco Oil and Gas,Company;Getty Oil Company, Cities Service Company, Hamilton Brothers Oil Company, Mobil Oil. Exploration &>. Producing S.E. Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt; Industries, and Prosper Energy Corporation.; Unit No. 891020231

None

Cash and other balances to be determined at effective date

Surety Bonds in favor of FWE Survivor:						
DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
10/17/18	SUR0049418	\$631,130	ROW OCS-G16039	Talos Gulf Coast Offshore LLC; W&TOffshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
10/17/18	SUR0049419	\$3,455,326	OCS-G 11881	Talos Gulf Coast Offshore LLC; W&TOffshore Inc.; Bandon Oil and Gas, LP	Argonaut Insurance Company	Bandon Oil and Gas, LP
2/13/18	1149839	\$500,000	OCS-G19760	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149840	\$500,000	OCS-G19761	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC

**Exhibit 5A**

*Attachment to Plan of Merger (Exhibit 5)*

**Certificate of Merger (TX) (FWE)**

**CERTIFICATE OF MERGER  
(DOMESTIC ENTITY DIVISIONAL MERGER)  
OF  
FIELDWOOD ENERGY LLC**

**[●], 2021**

Pursuant to Title 1, Chapter 10 and Title 3 of the Texas Business Organizations Code (the “TBOC”), the undersigned, Fieldwood Energy, LLC, a Texas limited liability company (“FWE”), submits this certificate of merger for the purpose of dividing itself into a surviving domestic entity and one new domestic entity, and hereby certifies the following:

FIRST: The name of the domestic filing entity that is dividing itself is Fieldwood Energy, LLC.

SECOND: The principal place of business of FWE is 2000 W Sam Houston Pkwy S #1200, Houston, TX 77042.

THIRD: The filing number issued to FWE by the Secretary of State of the State of Texas is [●]<sup>1</sup>.

FOURTH: FWE is organized as a limited liability company.

FIFTH: FWE shall survive the merger and shall maintain its separate existence and continue as a filing entity under the name “Fieldwood Energy III LLC” (“FWE III”).

SIXTH: In lieu of providing the plan of merger, the filing entity certifies that:

(i) An executed copy of the Agreement and Plan of Merger, dated as of [●], 2021 (the “Plan of Merger”), of FWE is on file at the principal place of business of each surviving and new domestic entity provided in this form.

(ii) On written request, a copy of the Plan of Merger will be furnished without cost by each surviving or new domestic entity to any member of any domestic entity that is a party to or created by the Plan of Merger, and any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

SEVENTH: The certificate of formation of FWE shall continue to be the certificate of formation of FWE following the merger, provided that the certificate of formation of FWE shall be amended to change the name of such entity to “Fieldwood Energy III, LLC”.

EIGHTH: The name, jurisdiction of organization, principal place of business address, and entity description of the entity to be created pursuant to the plan of merger are set forth

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<sup>1</sup> **Note to Draft:** to be assigned upon conversion of FWE to a Texas LLC.

below. The certificate of formation of the new domestic filing entity to be created is being filed with this certificate of merger.

Name: Fieldwood Energy I LLC

Entity Description: limited liability company

Jurisdiction of Organization: Texas

Principal place of business: [●].

NINTH: The Plan of Merger has been approved, adopted, certified, executed and acknowledged as required by the TBOC and the governing documents of the filing entity.

TENTH: This document shall be effective when the document is accepted and filed by the Secretary of State of the State of Texas.

ELEVENTH: In lieu of providing the tax certificate, FWE III shall continue to be liable for the payment of all required franchise taxes of FWE III.

\* \* \* \* \*



IN WITNESS WHEREOF, the undersigned has caused this certificate of merger to be duly executed as of the date first set forth above.

**FIELDWOOD ENERGY, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit 5B**

*Attachment to Plan of Merger (Exhibit 5)*

**Certificate of Formation (TX) (Fieldwood Energy I LLC)**

**Form 205  
(Revised 05/11)**

Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512 463-5709

**Filing Fee: \$300**

This space reserved for office use.

## Certificate of Formation Limited Liability Company

### Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY I LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

### Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

### Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

#### GOVERNING PERSON 1

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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**OR**

**IF ORGANIZATION**

*Organization Name*

**ADDRESS**

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
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<b>GOVERNING PERSON 2</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 3</b>				
<b>NAME</b> (Enter the name of either an individual or an organization, but not both.)				
<b>IF INDIVIDUAL</b>				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
<b>OR</b>				
<b>IF ORGANIZATION</b>				
<i>Organization Name</i>				
<b>ADDRESS</b>				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

### Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

### Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed pursuant to a plan of merger. The name of the merging entity is Fieldwood Energy LLC.

The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042.

The merging entity was formed on 11/5/2012 under the laws of the State of Delaware, USA.

The merging entity was previously a Delaware limited liability company. The merger entity converted to a Texas limited liability company on [ ]/[ ]/2021.

**Organizer**

The name and address of the organizer:

---

*Name*

---

*Street or Mailing Address*

*City*

*State    Zip Code*

**Effectiveness of Filing** (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of merger of Fieldwood Energy LLC with the Secretary of State of Texas.

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: \_\_\_\_\_

---

Signature of organizer

---

Printed or typed name of organizer

**Print**

**Reset**

**Exhibit 6**

**Fieldwood Energy I LLC Agreement**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**FIELDWOOD ENERGY I LLC**

*(a Texas Limited Liability Company)*

**[•], 2021**

**THE MEMBERSHIP INTERESTS REFERENCED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AS WELL AS COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY THAT ARE SET FORTH HEREIN.**



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## LIMITED LIABILITY COMPANY AGREEMENT OF FIELDWOOD ENERGY I LLC

This Limited Liability Company Agreement of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), dated as of [●], 2021 (this “**Agreement**”), is entered into by and among the Company, the Initial Member<sup>1</sup> executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a joinder agreement in form and substance acceptable to the Company. Capitalized terms not defined where used in this Agreement shall have the meanings assigned to such terms in ARTICLE I of this Agreement.

### RECITALS

**WHEREAS**, the Company was formed under the laws of the State of Texas by the filing of a Certificate of Formation with the Secretary of State of the State of Texas on [●], 2021 (the “**Certificate of Formation**”) for the purposes set forth in **Section 2.05** of this Agreement;

**WHEREAS**, pursuant to and in accordance with the Confirmation Order and the Term Sheet, respectively, and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company will own (i) the Legacy Apache Properties subject to the operational liabilities in connection therewith, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties, and (ii) the equity interests of GOM Shelf;

**WHEREAS**, in accordance with the Term Sheet, [●] has been appointed to serve as the initial Independent Director of the Company in accordance with this Agreement; and

**WHEREAS**, the Initial Member wishes to enter into this Agreement to set forth the terms and conditions governing the operation and management of the Company;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this **Section 1.01**:

“**Acceptance Notice**” has the meaning set forth in Section 7.09.

---

<sup>1</sup> NTD: Please confirm identity of Initial Member and the equity holders of the Initial Member.

**“Adjusted Capital Account Deficit”** means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

**“Adjusted Taxable Income”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income and loss from the Company were the only income and loss of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

**“Affiliate”** means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings. For the avoidance of doubt, neither Apache nor any of its Subsidiaries nor Credit Bid Purchaser nor any of its Subsidiaries shall constitute an Affiliate of the Company.

**“Agreement”** has the meaning set forth in the **Preamble**.

**“Apache”** means Apache Corporation, a Delaware corporation, and its successors or assigns.

**“Applicable Law”** means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Approved Providers**” has the meaning set forth in Section 7.02(a).

“**BOC**” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“**Book Depreciation**” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be (a) if such difference is being eliminated by use of the remedial method under Treasury Regulations Section 1.704-3(d), the amount of book basis recovered for such period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), or (b) if the remedial method is not used, an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Sole Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

“**Book Value**” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

- (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

- (b) immediately before the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

- (c) the Book Value of all Company assets may, in the sole discretion of the Sole Manager, be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Sole Manager, as of the following times:

- (i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

- (ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company; and

- (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

- (d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset

pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

**“Business Day”** means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Texas are authorized or required to close.

**“Capital Account”** has the meaning set forth in **Section 3.03**.

**“Capital Contribution”** means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

**“Certificate of Formation”** has the meaning set forth in the **Recitals**.

**“Certificate of Termination”** means a certificate to be filed upon completion of the winding up and liquidation of the Company as set forth in **Section 11.04**, which certificate shall be in the form required by § 11.101 of the BOC.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company”** has the meaning set forth in the **Preamble**.

**“Company Minimum Gain”** means “partnership minimum gain” as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term “Company” for the term “partnership” as the context requires.

**“Confidential Information”** has the meaning set forth in **Section 12.03(a)**.

**“Confirmation Order”** means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in form and substance reasonably acceptable to Apache.

**“Continuance”** has the meaning set forth in Section 11.01.

**“Covered Person”** has the meaning set forth in **Section 9.01(a)**.



**“Credit Bid Purchaser”** means [\_\_\_\_\_],<sup>2</sup> a Delaware limited liability company, and its successors and assigns.

**“Credit Bid Purchaser Documents”** means the agreements entered into between the Credit Bid Purchaser and the Company in connection with the Plan of Reorganization, including but not limited to the Farmout Agreement, Transition Services Agreement, and the Credit Bid Purchaser Contract Services Agreement, if executed.

**“Credit Bid Purchaser Contract Services Agreement”** means, in the event the Credit Bid Purchaser becomes the Service Provider under Section 7.04 of this Agreement, the Contract Services Agreement to be entered into between the Credit Bid Purchaser and the Company in the form attached to the Implementation Agreement, which, if executed, will be deemed the Service Provider Agreement hereunder.

**“Decommissioning Agreement”** means that certain Decommissioning Agreement, dated as of September 30, 2013, by and among Apache, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended by (i) the First Amendment thereto dated as of September 30, 2013, (ii) the Second Amendment thereto dated as of September 30, 2013, (iii) the Third Amendment thereto dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement dated January 3, 2018, and (v) the Fifth Amendment thereto dated effective as of April 11, 2018.

**“Decommissioning Security”** means the funds available from Trust A, the letters of credit, and the bonds from time to time outstanding pursuant to the Decommissioning Agreement or documents or instruments related thereto.

**“Depletable Property”** means each separate oil and gas property as defined in Section 614 of the Code.

**“Divisive Merger Documents”** means the certificate of division, the plan of division, the certificate of merger, and other documents filed by or on behalf of Fieldwood with respect to the Company with the Texas Secretary of State related to the divisive merger pursuant to the Plan of Merger and the formation of the Company.

**“Electronic Transmission”** means any form of communication, including communication by use of or participation in one or more electronic networks or databases, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

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<sup>2</sup> NTD: Name to be confirmed.

**“Equity Securities”** means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Membership Interests, and warrants or other rights to acquire such Membership Interests.

**“Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Sole Manager. In making such estimate, the Sole Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Sole Manager reasonably determines are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

**“Excess Amount”** has the meaning set forth in **Section 6.02(c)**.

**“Fair Market Value”** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Sole Manager on such factors as the Sole Manager, in the exercise of his or her reasonable business judgment, considers relevant.

**“Farmout Agreement”** means that certain Farmout Agreement of even date herewith by and between the Company and Credit Bid Purchaser in the form attached to the Implementation Agreement.

**“Fieldwood”** means, prior to the effectiveness of the divisive merger pursuant to the Plan of Merger, Fieldwood Energy LLC, and, from and after the effectiveness of the divisive merger pursuant to the Plan of Merger, Fieldwood Energy III, LLC, a Texas limited liability company, and its successors and assigns (excluding, for the avoidance of doubt, the Company).

**“Fiscal Year”** means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

**“GAAP”** means generally accepted accounting principles in the United States of America in effect from time to time; provided, that, notwithstanding any term or provision contained in this Agreement, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter) in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

**“GOM Shelf”** means GOM Shelf LLC, a Delaware limited liability company, and its successors and assigns.

**“GOM Shelf Properties”** means those assets or properties owned by GOM Shelf.

**“Governmental Authority”** means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

**“Implementation Agreement”** means the [Second Amended Apache Term Sheet Implementation Agreement].

**“Independent Director”** means, initially, [●], or such other Person as may be designated or become the Independent Director pursuant to the terms of this Agreement. The Independent Director shall constitute a “manager” (as that term is defined in the BOC) of the Company.

**“Information Notice”** has the meaning set forth in Section 7.09.

**“Initial Member”** has the meaning set forth in the term **Member**.

**“Legacy Apache Properties”** means the list of assets set forth on Schedule I to the Plan of Merger.

**“Legacy Apache Properties PSA”** means that Purchase and Sale Agreement, dated as of July 18, 2013, between Apache and certain of its affiliates, Fieldwood and certain of its affiliates, and GOM Shelf, as such agreement has been amended.

**“Lien”** means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

**“Liquidator”** has the meaning set forth in **Section 11.03(a)**.

**“Losses”** has the meaning set forth in **Section 9.03(a)**.

**“Member”** means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an **“Initial Member”**); and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the BOC, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the BOC) of the Company.

**“Member Nonrecourse Debt”** means “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

**“Member Nonrecourse Debt Minimum Gain”** means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

**“Member Nonrecourse Deduction”** means “partner nonrecourse deduction” as defined in Treasury Regulations Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

**“Members Schedule”** has the meaning set forth in **Section 3.01**.

**“Membership Interest”** means an interest in the Company owned by a Member, including such Member’s right (a) to its distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the BOC. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

**“Net Income”** and **“Net Loss”** mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(f) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(g) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(h) any gain or loss (including Simulated Gain) resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(i) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property’s Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(j) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss;

(k) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining

Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(l) any items which are specially allocated pursuant to Section 5.02 hereof shall not be taken into account in computing Net Income or Net Loss. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 5.02 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

**“Nonrecourse Deductions”** has the meaning set forth in Treasury Regulations Section 1.704-2(b).

**“Nonrecourse Liability”** has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

**“Plan of Merger”** means the Agreement and Plan of Merger of Fieldwood into the Company and Fieldwood Energy III LLC, dated as of [●], 2021, and adopted by Fieldwood .

**“Plan of Reorganization”** means the plan of reorganization of Fieldwood that was included in, and was confirmed by, the Confirmation Order.

**“Qualified Person”** has the meaning set forth in Section 7.02(a).

**“Quarterly Estimated Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any calendar quarter of a Fiscal Year means the excess, if any of: (a) the product of (i) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year; over (b) all distributions previously made during such Fiscal Year to such Member.

**“Recharacterization Mortgages”** has the meaning assigned to such term in Section 6.7 of the Decommissioning Agreement.

**“Regulatory Allocations”** has the meaning set forth in Section 5.02(f).

**“Rejection Notice”** has the meaning set forth in Section 7.09.

**“Related Party Agreement”** means any agreement, arrangement, or understanding between or among the Company or any of its Affiliates, on the one hand, and the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates, or any Affiliate of the Independent Director, the Sole Manager or any member or officer of the

Company or any of its Affiliates; in each case, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

**“Representative”** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors or lenders, counsel, accountants, and other agents of such Person.

**“Restructuring Support Agreement”** means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (i) Fieldwood and including the Fieldwood PSA Parties (as defined therein); (ii) the Consenting FLTL Lenders (as defined therein); (iii) the Consenting SLTL Lenders (as defined therein); and (iv) Apache.

**“Securities Act”** means the Securities Act of 1933, as amended, and the rules and regulations thereunder, which shall be in effect at the time.

**“Service Provider”** has the meaning set forth in Section 7.04(a).

**“Service Provider Agreement”** has the meaning set forth in Section 7.04(a).

**“Shortfall Amount”** has the meaning set forth in Section 6.02(b).

**“Simulated Basis”** means, with respect to each Depletable Property, the Book Value of such property.

**“Simulated Depletion”** means, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis and using simulated cost depletion) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2), provided that the Simulated Depletion with respect to a Depletable Property shall in no event exceed the Simulated Basis of such Depletable Property.

**“Simulated Gain or Loss”** means the simulated gain or loss computed with respect to a sale or other disposition of any Depletable Property pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

**“Sole Manager”** has the meaning set forth in Section 7.01.

**“Standby Facility”** means a secured line of credit to be provided by Apache to the Company and GOM Shelf to fund the ongoing plugging and abandonment and decommissioning of the Legacy Apache Properties and the GOM Shelf Properties, which shall become available to advance funds to the Company and for use in accordance with the Standby Facility Documentation. The Standby Facility shall be secured by a first-priority lien on all the assets of the Company (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of the Company to Apache under the Decommissioning Agreement.



**“Standby Facility Documentation”** means the Standby Loan Agreement, dated as of [●], 2020, by and between the Company and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

**“Subsidiary”** means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

**“Tax Advance”** has the meaning set forth in [Section 6.02\(a\)](#).

**“Tax Amount”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the lesser of (i) the product of (a) the Tax Rate for such Fiscal Year (but not to exceed the Tax Rate applicable to C-corporations for such Fiscal Year) and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest or (ii) the actual amount of U.S. federal, state and local income tax (including any state or local tax imposed in lieu of an income tax) paid by such Member with respect to such Fiscal Year in respect of the taxable income allocated to the Member by the Company, after taking into account all deductions available to such Member from all sources in excess of such Member’s income from other sources; *provided, however*, that if at any time Fieldwood Energy Inc. has a cash tax liability (including an estimated tax liability) on account of items of income or gain of the Company without sufficient cash on hand from a corresponding cash distribution in respect of such income or gain (all as reasonably determined by Fieldwood Energy Inc.), then the Tax Amount shall be increased such that the Company timely distributes cash sufficient to pay such tax liability.

**“Tax Matters Representative”** has the meaning set forth in [Section 10.04\(a\)](#).

**“Tax Rate”** of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any period, means the highest effective marginal combined federal, state, and local tax rate applicable to an individual residing in Houston, Texas (or, if higher, a corporation doing business in Houston, Texas), taking into account (a) the character (for example, long-term or short-term capital gain, ordinary, or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

**“Taxing Authority”** has the meaning set forth in [Section 6.03\(b\)](#).

**“Term Sheet”** means that certain term sheet, dated July 31, 2020, among Fieldwood and certain of its Affiliates, on the one hand, and Apache and certain of its Affiliates, on the other hand.

**“Transfer”** means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. **“Transfer”** when used as a noun shall have a



correlative meaning. “**Transferor**” and “**Transferee**” mean a Person who makes or receives a Transfer, respectively.

“**Transition Services Agreement**” means the transition services agreement in form and substance attached to the Implementation Agreement and attached hereto as **Exhibit A**.

“**Treasury Regulations**” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“**Trust A**” means the Fieldwood Decommissioning Trust A, a Delaware statutory trust.

“**Withholding Advances**” has the meaning set forth in **Section 6.03(b)**.

**Section 1.02 Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

## **ARTICLE II ORGANIZATION**

### **Section 2.01 Formation.**

(a) The Company was formed on [●], 2021, pursuant to the provisions of the BOC, upon the filing, or constructive filing with the Divisive Merger Documents, of the Certificate of Formation with the Secretary of State of the State of Texas.

(b) This Agreement shall constitute the “company agreement” (as that term is used in the BOC) of the Company. The rights, powers, duties, obligations, and liabilities of the Members, the Sole Manager and the Independent Director shall be determined pursuant to the BOC and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member, the Sole Manager or the Independent Director are different by reason of any provision of this Agreement than they would be under the BOC in the absence of such provision, this Agreement shall, to the extent permitted by the BOC, control.

**Section 2.02 Name.** The name of the Company is “Fieldwood Energy I LLC” or such other name or names as may be designated by the Sole Manager; provided, that the name shall always contain the words “Limited Liability Company” or “Limited Company” or an abbreviation of one of those phrases. Amendments to the Certificate of Formation or this Agreement to reflect any such name change may be made by the Sole Manager without the consent of the Members. The Sole Manager shall give prompt notice to the Members of any change to the name of the Company and any related amendment to the Certificate of Formation or this Agreement. The Company may conduct business under any assumed or fictitious name required by Applicable Law or otherwise deemed desirable by the Sole Manager.

**Section 2.03 Principal Office.** The principal office of the Company is located at [●], or such other place as may from time to time be determined by the Sole Manager. The Sole Manager shall give prompt notice of any such change to each of the Members and Apache.

**Section 2.04 Registered Office; Registered Agent.**

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

**Section 2.05 Purposes; Powers.**

(a) The purposes of the Company are to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the Legacy Apache Properties and to cause GOM Shelf to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the GOM Shelf Properties, and to engage in any and all activities necessary or incidental to the foregoing purposes.

(b) At the date of this Agreement, the Company has no assets other than (i) the Legacy Apache Properties, including any accounts receivable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization and any cash flow generated from the Legacy Apache Properties after the effective date of the Plan of Reorganization (such cash flow shall be reinvested and used to fund operating expenditures, to fund plugging and abandonment and decommissioning activities associated with the Legacy Apache Properties and the GOM Shelf Properties, to fund capital expenditures on the Legacy Apache Properties approved and authorized in accordance with this Agreement, and to repay amounts outstanding, if any, under the Standby Facility); (ii) 100% of the limited liability company interests or other equity interests in GOM Shelf; and (iii) the initial capitalization provided by Fieldwood pursuant to the divisive merger in an amount equal to \$50 million *minus* the actual plugging and abandonment and decommissioning expenses incurred by Fieldwood between the date of its bankruptcy petition filing on August 3, 2020, and the effective date of the Plan of Reorganization.

(c) At the date of this Agreement, the Company has no liabilities other than (i) operational liabilities accruing after the effective date of the Plan of Reorganization (including any accounts payable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization), (ii) plugging and abandonment and decommissioning liabilities and obligations (A) relating to the Legacy Apache Properties and (B) of GOM Shelf relating to the GOM Shelf Properties, (iii) obligations under the Decommissioning Agreement and the Legacy Apache Properties PSA, and (iv) obligations under the Standby Facility Documentation.

(d) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the BOC.

**Section 2.06 Term.** The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Texas and shall continue in existence perpetually until the Company is terminated in accordance with the provisions of this Agreement.

### ARTICLE III CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

**Section 3.01 Initial Capital Contributions.** Contemporaneously with the execution of this Agreement, and pursuant to the Plan of Reorganization and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company shall have the property and assets identified in clauses (i) through (iii) in Section 2.05(b), which shall constitute the aggregate Capital Contributions made by the Initial Member. The Initial Member shall own Membership Interests in the amount set forth opposite such Member's name on Schedule A attached hereto (the "**Members Schedule**"). From and after the date of this Agreement, the Sole Manager shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

**Section 3.02 Additional Capital Contributions.** No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Sole Manager and, in connection with an issuance of additional Membership Interests, made in compliance with Section 7.06(e). To the extent that a Member makes an additional Capital Contribution to the Company, the Sole Manager shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

**Section 3.03 Maintenance of Capital Accounts.** The Company shall establish and maintain for each Member a separate capital account (a “**Capital Account**”) on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member’s Capital Account shall be increased by the amount of:
  - (i) such Member’s Capital Contributions, including such Member’s initial Capital Contribution and any additional Capital Contributions;
  - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and
  - (iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.
- (b) Each Member’s Capital Account shall be decreased by:
  - (i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(d);
  - (ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and
  - (iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

**Section 3.04 Succession Upon Transfer.** In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI, and ARTICLE XI in respect of such Membership Interests.

**Section 3.05 Negative Capital Accounts.** In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon termination or liquidation thereof, to restore such negative balance or make

any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or termination in contravention of this Agreement.

**Section 3.06 No Withdrawals from Capital Accounts.** No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

**Section 3.07 Treatment of Loans from Members.** Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

**Section 3.08 Modifications.** The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Sole Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Sole Manager may authorize such modifications without the consent of any Member.

## **ARTICLE IV MEMBERS**

**Section 4.01 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being a Member.

**Section 4.02 No Withdrawal.** So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the winding up and termination of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the winding up and termination of the Company shall be null and void. As soon as any Person who is a Member ceases to hold a Membership Interest, such Person shall no longer be a Member.

**Section 4.03 No Interest in Company Property.** No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

**Section 4.04 Certification of Membership Interests.**

(a) The Sole Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Sole Manager shall issue certificates representing Membership Interests in accordance with Section 4.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH COMPANY AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

**Section 4.05 Meetings of Members.**

(a) Meetings of the Members may be called by (i) the Sole Manager or (ii) a Member or group of Members holding a majority of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Sole Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Texas, as the Sole Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons



participating in the meeting can talk to and hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. In lieu of a proxy, a Member may grant an irrevocable power of attorney to conduct the affairs of such Member with respect to matters of the Company, including matters relating to the organization, internal affairs, or termination of the Company.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; provided, that the appropriate Members shall have been notified of the meeting in accordance with Section 4.05(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. Subject to Section 4.06, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to Section 4.06, Section 7.05, Section 7.06, Section 12.10 or any provision of this Agreement or the BOC requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the outstanding Membership Interests.

#### **Section 4.06 Action Without Meeting.**

(a) Notwithstanding the provisions of Section 4.05, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Sole Manager of each such action taken by written consent of a Member or Members.

(b) A Member's consent may not be established by a Member's failure to object to an action in a timely manner or by any other means not explicitly provided for in this Agreement.



(c) If any action or decision permitted by this Agreement to be taken or made by less than all of the Members is taken or made by a written consent signed by less than all of the Members, the Sole Manager shall, within ten calendar days after such action is taken or such decision is made, give written notice of the action taken or the decision made to the Members who did not sign the written consent.

**Section 4.07 Power of Members.** The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the BOC. Except as otherwise specifically provided by this Agreement or required by the BOC, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company, other than to the extent that the Company has granted a power of attorney to such Member to bind the Company on such actions.

**Section 4.08 Similar or Competitive Activities; Business Opportunities.** Nothing contained in this Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from such other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Members of a business opportunity of any type or description.

## ARTICLE V ALLOCATIONS

**Section 5.01 Allocation of Net Income and Net Loss.** For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in **Section 5.02**, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

**Section 5.02 Regulatory and Special Allocations.** Notwithstanding the provisions of **Section 5.01**:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member

Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) Simulated Depletion and Simulated Loss with respect to any Depletable Property shall be allocated among the Members in proportion to their shares of the Simulated Basis in such property. Each Member's share of the Simulated Basis in each of the Company's Depletable Properties shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such Depletable Property is acquired by the Company, and shall be reallocated among the Members in accordance with the Members' Membership Interest as determined immediately following the occurrence of an event giving rise to any adjustment to the Book Values of the Company's oil and gas properties pursuant to the terms of this Agreement (or at the time of any material additions to the federal income tax basis of such Depletable Property).

(f) The allocations set forth in subsections Section 5.02(a), Section 5.02(b), Section 5.02(c), Section 5.02(d) and Section 5.02(e) above (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this ARTICLE V (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

### **Section 5.03 Tax Allocations.**

(a) Subject to Section 5.03(b), Section 5.03(c), and Section 5.03(d), all income, gains, losses and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions pursuant to Section 5.01 and Section 5.02, except

that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 5.01 and Section 5.02.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in Section 1.01(c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager.

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Sole Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The deduction for depletion with respect to each separate oil and gas property (as defined in Section 614 of the Code) shall, in accordance with Section 613A(c)(7)(D) of the Code, be computed for federal income tax purposes separately by the Members rather than the Company. The proportionate share of the adjusted tax basis of each oil and gas property shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such oil and gas property is acquired by the Company (and any additions to such U.S. federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such adjusted U.S. federal income tax basis to be in accordance with their Membership Interests as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Membership Interests as determined immediately following the occurrence of an event giving rise to an adjustment to the Book Values of the Company's oil and gas properties. For purposes of the separate computation of gain or loss by each Member on the taxable disposition of each oil and gas property, the amount realized from such disposition shall be allocated (i) first, to the Members in an amount equal to the Simulated Basis in such oil and gas property in proportion to their allocable shares thereof and (ii) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gain. The allocations described in this Section 5.03(e) are intended to be applied in accordance with the Members' "interests in

partnership capital” under Section 613A(c)(7)(D) or the Code; provided, however, that the Members understand and agree that the Sole Manager may authorize special allocations of federal income tax basis, income, gain, deduction or loss, as computed for U.S. federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to each oil and gas property, in such manner as determined consistent with the principles outlined in Sections 5.03(b) and 5.03(c). The provisions of this Section 5.03(e) and the other provisions of this Agreement relating to allocations under Section 613A(c)(7)(D) of the Code are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. Each Member, with the assistance of the Company, shall separately keep records of its share of the adjusted tax basis in each oil and gas property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the reasonable request of the Company, each Member shall advise the Company of its adjusted tax basis in each oil and gas property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection for purposes of allowing the Company to make adjustments to the tax basis of its assets as a result of certain transfers of interests in the Company or distributions by the Company. The Company may rely on such information and, if it is not provided by the Member, may make such reasonable assumptions as it shall determine with respect thereto. When reasonably requested by the Members, the Company shall provide all available information needed by such Members to comply with the record keeping requirements of this Section 5.03(e) and other applicable tax reporting obligations.

(f) Allocations pursuant to this **Section 5.03** are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member’s Capital Account or share of Net Income, Net Losses, distributions, or other items pursuant to any provisions of this Agreement.

**Section 5.04 Allocations in Respect of Transferred Membership Interests.** In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the provisions of **ARTICLE VIII**, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

## **ARTICLE VI DISTRIBUTIONS**

### **Section 6.01 General.**

(a) Subject to **Section 6.02**, distributions of available cash shall be made to the Members when and in such amounts as determined by the Sole Manager and only following (i) payment of all operating expenses of the Company, including required payments under the Transition Services Agreement or the Service Provider Agreement, (ii) the repayment in full to Apache of any outstanding principal amounts borrowed by the

Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, and (iv) the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties. After making all distributions required for a given Fiscal Year under Section 6.02 and repaying/paying all amounts then due and outstanding under the Standby Facility as described in the preceding sentence, distributions determined to be made by the Sole Manager pursuant to this Section 6.01(a) shall be paid to the Members in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Members (i) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, except as provided in Section 6.02, or (ii) if such distribution would violate § 101.206 of the BOC or other Applicable Law.

## **Section 6.02 Tax Advances.**

(a) At least three days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 90<sup>th</sup> day of the next succeeding Fiscal Year; provided, that if the Company has made distributions other than pursuant to this Section 6.02, the Sole Manager may apply such distributions to reduce any Shortfall Amount.



(c) If the aggregate Tax Advances made to any Member pursuant to this Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.

### **Section 6.03 Tax Withholding; Withholding Advances.**

(a) **Tax Withholding.** Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company, including any obligation under Section 6225 of the Code (as determined by the Tax Matters Representative) based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a "**Taxing Authority**") with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section 6.03(b) shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum, compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member's reimbursement obligation under this Section 6.03(b) shall continue after such Member transfers its Membership Interests.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties that may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section 6.03(c) and the obligations of a Member pursuant to Section 6.03(b) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.03, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Overwithholding.** None of the Company, the Sole Manager or the Independent Director shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

#### **Section 6.04 Distributions in Kind.**

(a) Subject to Sections 6.01 and 6.02, the Sole Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of securities or other property (but not including any oil and gas properties) held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to **Section 6.01**.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Sole Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Sole Manager may require that the Members execute and deliver such documents as the Sole Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

### **ARTICLE VII MANAGEMENT**

**Section 7.01 Management of the Company.** The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Sole Manager ("**Sole Manager**"). Subject to the provisions of Section 7.06, the Sole Manager shall have, and is hereby granted, full and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company.

#### **Section 7.02 Independent Director.**

(a) The Independent Director shall (i) be a natural person who is not, nor for the prior five years has been, a director, officer, employee, trade creditor or equityholder (or spouse, parent, sibling or child of any of the foregoing) of (A) Fieldwood or any Affiliate of Fieldwood or (B) any prior or current lender of Fieldwood (a natural person satisfying such condition set forth in this clause (i), a "**Qualified Person**") and (ii) be provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, [Lord Securities Corporation],<sup>3</sup> Wilmington Trust Company,

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<sup>3</sup> NTD: Does this entity still exist? They are now at Citadel SPV. Lord does not exist.



or, if none of those companies is then in the service of providing professional independent directors, another nationally recognized company selected by Fieldwood (or, following the divisive merger of Fieldwood pursuant to § 10.008 of the BOC, Credit Bid Purchaser) subject to Apache's prior consent, which may be given or withheld in its sole discretion (such providers collectively, the "**Approved Providers**"). [●] is the Qualified Person provided by an Approved Provider that, as of the date of this Agreement, has been appointed to serve as the initial Independent Director and has also been approved to serve as the initial Independent Director for the Company in connection with the Confirmation Order entered by the Bankruptcy Court for the Southern District of Texas before which the reorganization of Fieldwood was being conducted.

(b) The Independent Director may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. If the Independent Director is removed with Apache's written consent or the Independent Director resigns or otherwise ceases to serve in such capacity, then the Company (acting by majority vote of its Members) shall select another Qualified Person from the Approved Providers to serve as the Independent Director.

**Section 7.03 Sole Manager.** The Company shall not have any officers or employees other than a Sole Manager. In accordance with the procedure for the selection of the Sole Manager set forth in the Term Sheet, [●] has been selected and designated to serve as the initial Sole Manager. The Sole Manager may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. In the event that the Sole Manager is removed with Apache's written consent or the Sole Manager resigns or otherwise ceases to serve in such capacity, then the Sole Manager shall be selected pursuant to the following procedure: Apache and the Company (acting through the Independent Director for all purposes under this Section 7.03, who shall solicit input from Credit Bid Purchaser for all purposes under this Section 7.03) shall each provide the other with a list of three natural persons, each having a minimum of five years of relevant experience in the energy sector; and if one or more names appear on both Apache's and the Company's lists, then the Company will select, and the Member(s) shall cause the Company to select, the new Sole Manager from those common names; if, however, there are no common names between Apache's and the Company's lists, then Apache and the Company (acting through the Independent Director, who shall solicit input from Credit Bid Purchaser) shall each have the right to strike two names from the other's list, and the new Sole Manager shall be selected by the Independent Director from the remaining two names.

**Section 7.04 Service Provider.**

(a) Subject to the Transition Services Agreement, the Sole Manager shall hire one or more third-party service provider(s) (whether one or more, collectively, the "**Service Provider**") to perform all operations and plugging and abandonment and decommissioning activities with respect to the Company's and GOM Shelf's properties or assets in a manner consistent with the procedures set forth in this Section 7.04. The Sole Manager shall solicit and obtain a bid for the work to be performed by each Service Provider from not less than three qualified candidates, each of which must (i) have a minimum of five years of relevant experience and (ii) not be, as of such date when bids are submitted, an Affiliate of Apache;

such bids shall detail the scope, terms and conditions of the work to be performed, along with the price to be paid for the performance of such work. The Company shall share copies of each such bid received with Apache promptly following receipt thereof. Following the receipt of such bids, with Apache's prior written consent (which may be given or withheld in its sole discretion), the Sole Manager shall select the candidate whose bid contains the lowest price and best terms for the work to be performed, in view of their relevant experience (all as determined in good faith by the Sole Manager and consented to by Apache), to serve as the Service Provider, and shall cause the Company to enter into an agreement with such Service Provider (such agreement, a "**Service Provider Agreement**") to provide services contemplated in this Section 7.04; provided that, immediately prior to executing such Service Provider Agreement, the Sole Manager shall have confirmed that the proposed Service Provider satisfies the candidate qualifications detailed in clause (ii) of the immediately prior sentence (as if being considered on the date of such Service Provider Agreement rather than the date when bids are submitted), and if the proposed Service Provider does not satisfy such candidate qualifications, the Sole Manager shall then reconsider the submitted bids and select another candidate in accordance with the requirements of this sentence as if the previously selected candidate had not submitted a bid. Any Service Provider Agreement shall be in such form and contain such terms as the Sole Manager determines in good faith to be appropriate and consistent with this Section 7.04. In the event that the Sole Manager elects to remove the Service Provider or the Service Provider otherwise ceases to provide its services in such capacity, then the Sole Manager shall again bid out the work, and shall select the Person to serve as the successor Service Provider, in accordance with the foregoing procedures of this Section 7.04. The Credit Bid Purchaser shall be deemed to satisfy the requirements of a candidate for the Service Provider under this Section 7.04(a).

(b) Upon the effectiveness of the Plan of Reorganization, the Company shall enter into the Transition Services Agreement and the Farmout Agreement with Credit Bid Purchaser. Pursuant to the Transition Services Agreement, Credit Bid Purchaser shall provide transitional operations for the Company in accordance with the terms of the Transition Services Agreement. The Company and Credit Bid Purchaser (in its sole discretion) may mutually agree that Credit Bid Purchaser shall become the Service Provider, at the effective time of which the Transition Services Agreement shall terminate, and the Sole Manager shall cause the Company to enter into the Service Provider Agreement with Credit Bid Purchaser. Furthermore, as provided in the Transition Services Agreement, the Transition Services Agreement may be terminated by the Company, in its sole discretion, in accordance with the terms of the Transition Services Agreement.

**Section 7.05 Actions Requiring Independent Director Consent and Service Provider.** Without the prior consent of the Independent Director (which consent may be given or withheld in the sole discretion of the Independent Director), and the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

(a) amend, modify, supplement or waive the Certificate of Formation, this Agreement or any other organizational documents of the Company or its Subsidiaries;

- (b) remove or replace the Sole Manager or the Service Provider;
- (c) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;
- (d) wind-up, dissolve, liquidate or terminate the Company or any of its Subsidiaries prior to the occurrence of any event set forth in Section 11.01 or enter into a receivership or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;
- (e) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or
- (f) reinstate the Company or GOM Shelf after termination.

Except as provided in the fourth sentence of Section 9.02(a), in exercising its rights and performing its duties under this Agreement (including pursuant to this Section 7.05), the Independent Director shall have fiduciary duties of loyalty and care similar to that of a director of a business corporation organized under the BOC.

**Section 7.06 Actions Requiring Apache Consent.** Without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion, unless expressly indicated otherwise), the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

- (a) conduct or be involved in any business or operations other than (i) operating or plugging and abandoning and decommissioning the Legacy Apache Properties, (ii) causing GOM Shelf to operate or plug and abandon and decommission the GOM Shelf Properties, and (iii) performing its obligations under the Credit Bid Purchaser Documents and the Services Provider Agreement;
- (b) purchase or farm-in any properties or assets or sell any of the Company's or GOM Shelf's properties or assets; provided that, following receipt of any such written consent from Apache to purchase or farm-in any properties or assets, other than with respect to usual and ordinary G&A and operating expenditures required to own and maintain such properties or assets, no additional funds of, or available to, the Company or GOM Shelf shall be spent with respect to such properties or assets without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion), provided further, however, that if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash

flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(c) farm-out any of the Company's or GOM Shelf's properties or assets; provided, however, if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(d) incur indebtedness for borrowed money other than pursuant to the Standby Facility, pledge or grant Liens on any properties or assets of the Company or GOM Shelf other than those provided pursuant to the Standby Facility Documentation and the Recharacterization Mortgages, or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person; provided, however, the Company may (i) establish a working capital line of credit secured by Liens subordinated in all respects to the Liens and payment and other obligations provided for in the Standby Facility Documentation, (ii) draw on such line of credit solely for the business purposes specified in 7.06(a), and (iii) repay up to \$50,000,000 of such debt in the ordinary course of its business prior to repayment of the obligations secured by Liens in favor of Apache; provided further, however, that the Company shall not establish, draw on, or repay any such line of credit during the existence of an event of default under the Standby Facility Documentation or if such action would cause an event of default under the Standby Facility Documentation;

(e) issue additional Membership Interests or any other Equity Securities or admit additional Members to the Company, or issue additional equity interests of or admit additional members to GOM Shelf;

(f) use its free cash flow (after operating expenses, including fees paid under the Credit Bid Purchaser Documents and the Services Provider Agreement) for any purposes other than fulfilling its obligations to Apache under the Decommissioning Agreement and the Standby Facility Documentation for so long as the obligations thereunder have yet to be satisfied in full (for the avoidance of doubt, Apache's consent shall be required for any development activities proposed by Credit Bid Purchaser under the Farmout Agreement);

(g) make any loan, advance, or capital contribution or make any investment in any Person;

(h) enter into, amend, waive, or terminate any Related Party Agreement;

(i) amend, modify, supplement, restate, or waive any provision of the Certificate of Formation, this Agreement, or any other organizational documents of the

Company or its Subsidiaries (and any such amendment, modification, supplement, or waiver that is attempted without Apache's prior written consent shall be void *ab initio* and without effect);

(j) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business;

(k) select, remove (other than for gross negligence or willful misconduct), or replace, or change the work to be performed by, the Service Provider;

(l) remove (other than for gross negligence or willful misconduct), replace, or change the powers, rights, or responsibilities of, the Sole Manager or the Independent Director;

(m) establish a Subsidiary or enter into any joint venture or similar business arrangement or enter into a transaction covered by Section 7.09;

(n) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company or GOM Shelf;

(o) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion, or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;

(p) wind-up, dissolve, liquidate, or terminate the Company or any of its Subsidiaries or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(q) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(r) reinstate the Company or GOM Shelf after termination.

In addition to the foregoing, if (i)(A) the Company or GOM Shelf defaults on its plugging and abandonment and decommissioning obligations under the Decommissioning Agreement, (B) any Governmental Authority or any other Person seeks to cause Apache or its Affiliates to conduct plugging and abandonment or decommissioning activity that is required in accordance with Applicable Law or contract in respect of any of the Legacy Apache Properties or the GOM Shelf Properties, and (C) Apache conducts such plugging and abandonment or decommissioning activity or activities, or (ii) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, any letter of credit or bond that is part of the Decommissioning Security is not renewed in a manner consistent in all respects with the existing terms of such letter of credit or bond, then the Company shall, and the Independent Director and the Sole Manager shall cause the Company to: (x) if applicable, as promptly as practicable after the Independent Director or the



Sole Manager becomes aware of an event described in clause (ii) immediately above, provide written notice to Apache of the upcoming expiration of, and inability to renew, such letter of credit or bond in a manner consistent in all respects with the existing terms of such letter of credit or bond and (y) pay or reimburse Apache for the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures, which costs shall be determined in good faith by Apache based on the time spent by such employees in performing or overseeing such activities) and expenses incurred in conducting such activity or activities; provided, however, that, to the extent such costs are not direct, out-of-pocket costs incurred by Apache that are reimbursable under the Decommissioning Agreement, such costs shall be reimbursed to Apache only by draws on the Standby Facility which shall not be repaid by the Company unless and until all surety bonds and letters of credit included within Decommissioning Security have been fully utilized by Apache or it is determined in good faith by Apache that it will have no further drawings under such bonds and letters of credit.

Furthermore, the Company shall provide written notice to Apache of (i) each request or proposal the Company or GOM Shelf receives from a Person to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties and (ii) each prospective joint development under the Farmout Agreement. In connection with each of the foregoing, the Company shall, and shall cause GOM Shelf to, provide Apache full and open access to all information that the Company or GOM Shelf has regarding each such opportunity.

**Section 7.07 Compensation and Reimbursement of the Independent Director, the Sole Manager, the Service Provider and Credit Bid Purchaser.** The Independent Director shall be compensated for the services provided by such individual as the Independent Director of the Company in the amount as specified in Schedule B attached hereto. The Sole Manager shall be compensated for the services provided by such individual as the Sole Manager of the Company in the amount as specified in Schedule C attached hereto. The Company shall reimburse the Independent Director and the Sole Manager for all ordinary, necessary, and direct third-party expenses incurred by the Independent Director and the Sole Manager, respectively, on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed \$[●] in the aggregate for any Fiscal Year. The Service Provider shall be compensated for the services provided by the Service Provider and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as shall be set forth in the applicable Service Provider Agreement. Credit Bid Purchaser shall be compensated for its services under the Transition Services Agreement and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as set forth in the Transition Services Agreement.

**Section 7.08 No Personal Liability.** Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, neither the Independent Director nor the Sole Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment,

decree, or order of a court, solely by reason of being or acting as the Independent Director or the Sole Manager, as applicable.

**Section 7.09 Funding Capital Expenditures.** Prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, if the Company receives a proposal that the Company engage in any project that is forecast to increase production or cash flow generated from the Legacy Apache Properties or the GOM Shelf Properties (excluding any proposed development activities pursuant to the Farmout Agreement), then the Sole Manager shall, through a written notice, offer to Apache the opportunity to fund the capital expenditures related to such project on behalf of the Company on terms and subject to conditions to be mutually agreed between the Company and Apache; provided that the Company acknowledges and agrees that if any such capital expenditures are funded, in whole or in part, out of funds then available to be borrowed by the Company under the Standby Facility, any additional properties or assets obtained or that come into existence as a result of the use of such borrowed amounts under the Standby Facility, including, without limitation, any increased production or cash amounts generated thereby, shall be pledged as additional security under the Standby Facility Documentation. Such written notice provided to Apache shall include all available details about such opportunity, including, but not limited to, the forecast impact on production and cash flow from the Legacy Apache Properties or the GOM Shelf Properties, as appropriate. Apache shall have a reasonable period (not to exceed 20 Business Days) following its receipt of such written notice to provide written notice to the Company of (a) Apache's election to fund any such capital expenditures and the terms and conditions that Apache proposes to apply thereto, including whether it will fund such capital expenditure, in whole or in part, using amounts then available to be borrowed by the Company under the Standby Facility (such notice, an "**Acceptance Notice**"), (b) Apache's election not to fund any such capital expenditures (such notice, a "**Rejection Notice**"), or (c) Apache's request for additional information it requires to fully evaluate the proposed project (such notice, an "**Information Notice**"). If Apache provides a timely Acceptance Notice, then the Company and Apache shall endeavor in good faith to negotiate the proposed terms and conditions that will apply thereto, and if mutually satisfactory terms are agreed to by the Company and Apache, such terms and conditions shall be documented as promptly as practicable and the closing of such agreement and funding(s) of such capital expenditures shall occur as so agreed. If (i) Apache timely provides to the Company a Rejection Notice, (ii) Apache timely provides an Acceptance Notice but the Company and Apache are unable within 60 Business Days after the Company's receipt of the Acceptance Notice to agree upon mutually satisfactory terms and conditions applicable thereto, or (iii) Apache does not submit a timely response to the offer, then the offer for Apache to fund the capital expenditures of the Company in the applicable project shall be deemed rejected by Apache and the Company shall have 180 days within which to obtain third-party funding for such capital expenditures subject to, and in accordance with, the other terms and conditions of this Agreement (including, without limitation, Section 7.06); provided, however, if the Company is unable to obtain such funding subject to, and in accordance with, the other terms and conditions of this Agreement within such 180-day period, then the Company must again follow the procedures in this Section 7.09 and offer Apache the opportunity to fund such expenditures. If Apache timely provides the Company with an Information Notice, then the Company shall endeavor in good faith to promptly provide the requested information to Apache, and following Apache's receipt of such



information, Apache shall have the right to accept or reject such offer on the terms set forth in this Section 7.09.

## **ARTICLE VIII TRANSFER**

### **Section 8.01 General Restrictions on Transfer.**

(a) No Member shall Transfer all or any portion of its Membership Interest in the Company without the prior written approval of:

(i) Apache and the Company prior to (A) the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, (B) the repayment in full of any and all amounts outstanding under the Standby Facility and the satisfaction of all obligations under the Standby Facility Documentation, (C) the payment or reimbursement by the Company or from funds available under the Decommissioning Security of the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures) and expenses incurred by Apache and its Affiliates (1) in performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties or (2) pursuant to or as may be required in connection with the Decommissioning Agreement, and (D) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required; and

(ii) thereafter, the Company.

(b) Subject to Section 8.01(a), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code

within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the BOC;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void *ab initio*, no such Transfer shall be recorded on the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Subject to Section 7.06(e), no Transfer of any Membership Interest to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee has executed a joinder agreement in form and substance acceptable to the Company.

(e) For the avoidance of doubt, any completed Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest."

## ARTICLE IX EXCULPATION AND INDEMNIFICATION

### Section 9.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each current or former Member; (ii) each current or former manager, officer, director (including the Independent Director), shareholder, partner, member, Affiliate, employee, agent, or Representative of each Member, and each of their Affiliates; and (iii) each manager (including the Sole Manager), officer (if any), employee (if any), agent, or Representative of the Company.

(b) **Standard of Care.** Subject to Section 9.02(a) with respect to the Independent Director, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in § 3.102 or § 3.105 of the BOC.

## **Section 9.02 Liabilities and Duties of Covered Persons.**

(a) **Limitation of Liability.** This Agreement, unless otherwise specifically stated herein, is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. Notwithstanding anything to the contrary in this Article IX, to the fullest extent permitted by Applicable Law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Company, including its creditors, in acting or otherwise consenting to matters requiring the consent of the Independent Director in this Agreement. Except for duties to the Company as set forth in the immediately preceding sentence (including duties to the Members and the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) all other interests of the Members, (ii) the interests of other Affiliates of the Company, and (iii) the interests of any group of Affiliates of which the Company is a part) and in the last sentence of Section 7.05, the Independent Director shall not have any fiduciary duties to the Members or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, the Independent Director shall not be liable to the Company, the Members or any other Person bound by this Agreement for breach of contract or breach of

duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct.

(b) **Duties.** Except as provided in Section 9.02(a) with respect to the Independent Director, whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

### **Section 9.03 Indemnification.**

(a) **Indemnification.** To the fullest extent permitted by the BOC, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the BOC permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, "**Losses**") to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, Affiliate, manager, director, officer, employee, or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person's conduct did not constitute fraud or willful and intentional misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any

action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud or willful misconduct.

(b) **Control of Defense.** Upon a Covered Person's discovery of any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit, or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this Section 9.03, unless the Company shall have been materially prejudiced thereby. The Company shall be entitled to participate in or assume the defense of any such claim, lawsuit, or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim, lawsuit, or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend, or defending any such claim, lawsuit, or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit, or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit, or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit, or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 9.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) **Entitlement to Indemnity.** The indemnification provided by this Section 9.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 9.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(e) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach

by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Sole Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(f) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 9.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) **Savings Clause.** If this Section 9.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.03 to the fullest extent permitted by any applicable portion of this Section 9.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) **Amendment.** The provisions of this Section 9.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 9.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 9.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

**Section 9.04 Survival.** The provisions of this ARTICLE IX shall survive the dissolution, liquidation, winding up, and termination of the Company.

## ARTICLE X ACCOUNTING; TAX MATTERS

**Section 10.01 Financial Statements and Other Information.** The Company shall furnish to each Member and Apache the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within 105 days after the end of each Fiscal Year, its audited consolidated balance sheet and related consolidated statements of operations, Members' equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by



independent public accountants acceptable to each Member and Apache (without a “going concern” or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied;

(b) **Quarterly Financial Statements.** As soon as available, and in any event within 50 days after the end of each quarterly accounting period in each Fiscal Year (including the last fiscal quarter of the Fiscal Year), its unaudited consolidated balance sheet and related unaudited consolidated statements of operations, Members’ equity and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the current Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous Fiscal Year or as at the end of such period or periods, all in reasonable detail and certified by the Company as presenting fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; and

(c) **Monthly Operating Data.** As soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to each Member and Apache showing all operating data for the Company and GOM Shelf, including operating expenses and revenue for each of the Company and GOM Shelf, for such calendar month.

(d) **Operating Budget.** As soon as available, but in any event no later than 60 days after the end of each Fiscal Year of the Company, a detailed operating budget for the Fiscal Year, forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to each Member and Apache.

(e) **Additional Information.** Promptly following any reasonable request therefor, such other information regarding the operations, business affairs and financial condition of each of the Company and GOM Shelf, as any Member or Apache may reasonably request, including, without limitation, decommissioning cost estimates and calculations.

**Section 10.02 Inspection Rights.** Upon reasonable notice from a Member or Apache, the Company shall afford each Member or Apache and their respective Representatives access during normal business hours to (a) the Company’s properties, offices, plants, and other facilities; (b) the corporate, financial, and similar records, reports, and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or the Sole Manager or Independent Director, and to



permit each Member or Apache and their respective Representatives to examine such documents and make copies thereof; and (c) any officers, senior employees, and public accountants of the Company, and to afford each Member or Apache and their respective Representatives the opportunity to discuss and advise on the affairs, finances, and accounts of the Company with such officers, senior employees, and public accountants (and the Company hereby authorizes said accountants to discuss with such Member or Apache and their respective Representatives such affairs, finances, and accounts).

**Section 10.03 Income Tax Status.** It is the intent of the Company and the Members that the Company shall be treated as a partnership or a disregarded entity for U.S., federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership or a disregarded entity pursuant to Treasury Regulations Section 301.7701-3.

**Section 10.04 Tax Matters Representative.**

(a) **Appointment.** The Members hereby appoint the Sole Manager as “partnership representative” as provided in Code Section 6223(a) (the “**Tax Matters Representative**”). If any state or local tax law provides for a tax matters partner/partnership representative or Person having similar rights, powers, authority or obligations, the person designated as the Tax Matters Representative shall also serve in such capacity. To the extent required by Applicable Law, if the Tax Matters Representative is an entity, it shall appoint a “designated individual” to act on its behalf. The Tax Matters Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) **US Federal Tax Proceedings.** The Members acknowledge that the Company may elect the application of Section 6226 of the Code. This acknowledgement applies to each Member whether or not the Member owns an interest in the Company in

both the reviewed year and the year of the tax adjustment. In the event that the Company elects the application of Section 6226 of the Code, the Members agree and covenant to take into account and report to the Internal Revenue Service (or any other applicable taxing authority) any adjustment to their tax items for the reviewed year of which they are notified by the Company in a written statement, in the manner provided in Section 6226(b) of the Code, whether or not the Member owns any interest in the Company at such time. Any Member that fails to report its share of such adjustments on its tax return, agrees to indemnify and hold harmless the Company and the Tax Matters Representative from and against any and all losses, costs, liabilities and expenses related to taxes (including penalties and interest) imposed on the Company as a result of the Member's inaction. If the Company is required to pay the assessment of the imputed underpayment under Section 6225(a)(1) of the Code or similar provisions of state law, any taxes, penalties, and interest payable by the Company shall be treated as attributable to the Members, and, to the extent possible, the Tax Matters Representative shall allocate the burden of any such amounts to those Members to whom such amounts are reasonably attributable taking into account the Member's or former Member's allocable share of taxable income or loss with respect to the Fiscal Year to which such assessment pertains and adjustments that may have been made in computing the imputed underpayment. To the extent that any such amount is payable by the Company, at the option of the Tax Matters Representative, such amount shall be recoverable from such Member as provided in Section 6.03(c). The provisions contained in this Section 10.04 shall survive the dissolution, termination or liquidation of the Company, the withdrawal of any Member or the transfer of any Member's interest in the Company and apply to unadmitted assignees of a Member Interest who may be considered current or former partners of the Company for federal tax purposes.

(d) **Tax Returns.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.

(e) **Section 754 Election.** The Tax Matters Representative will make an election under Code Section 754, if the Company is to be taxed as a partnership for federal tax purposes.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

**Section 10.05 Tax Returns.** At the expense of the Company, the Sole Manager (or any officer of the Company that it may designate pursuant to this Agreement) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Sole Manager or any designated officer of the Company, as applicable, will cause to be delivered to each Person who was a Member at any time during such Fiscal Year,

IRS Schedule K-1 to Form 1065, if applicable, and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

**Section 10.06 Company Funds.** All funds of the Company shall be deposited in its name, or in such name as may be designated by the Sole Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Sole Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of the Sole Manager, or any officer or officers of the Company that may be designated by the Sole Manager, as applicable, pursuant to this Agreement.

## ARTICLE XI WINDING UP AND TERMINATION

**Section 11.01 Events Requiring Winding Up.** The Company shall begin to wind up its business and affairs only upon the occurrence of any of the following events (in each case, subject to the applicable provisions of Section 7.06):

- (a) upon the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties;
- (b) the occurrence of a nonwaivable event under the terms of the BOC which requires the winding up of the Company after its termination unless a Continuance occurs in respect of such event; or
- (c) the entry of a judicial decree ordering winding up and termination under § 11.314 of the BOC in proceedings of which Apache has been given notice and an opportunity to participate.

Notwithstanding the occurrence of an event referenced in Section 11.01(b), if the Company is permitted prior to the termination of its existence in accordance with the BOC to revoke a winding up upon the occurrence of such event and each of Apache, the Sole Manager, and the Independent Director provide their prior written consent to such revocation, then, to the extent so permitted under the BOC and in the manner provided therein, the Company's existence shall be continued (the revocation of such a winding up and continuance of the Company, a "**Continuance**").

**Section 11.02 Effectiveness of Termination.** The Company shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in Section 11.01 (if such event has not been revoked or cancelled), but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03, and the Certificate of Termination shall have been filed as provided in Section 11.04.

**Section 11.03 Liquidation.** If the Company is to be terminated pursuant to **Section 11.01**, the Company shall be liquidated and its business and affairs wound up in accordance with the BOC and the following provisions:

(a) **Liquidator.** The Sole Manager shall act as liquidator to wind up the Company (the “**Liquidator**”); provided, however, that if there is then a vacancy in the position of the Sole Manager or the Sole Manager is not willing to act as the Liquidator, the Members shall appoint a person to act as the Liquidator. The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company’s assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) **Accounting.** As promptly as possible after the event requiring winding up and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company’s assets, liabilities, and operations through the last day of the calendar month in which such event occurs or the final liquidation is completed, as applicable.

(c) **Notice.** The Liquidator shall deliver to each known claimant of the Company the notice required by § 11.052 of the BOC.

(d) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company’s debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to Trust A until the aggregate funds in Trust A are in an amount equal to 125% of the then Remaining Decommissioning (as defined in the Decommissioning Agreement);

(iii) Third, to the establishment of and additions to other reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iv) Fourth, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(e) **Discretion of Liquidator.** Notwithstanding the provisions of **Section 11.03(d)** that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in **Section 11.03(d)**, if upon winding up of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company’s assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities,

Trust A, and reserves, and may, upon approval of holders of a majority of the outstanding Membership Interests, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of **Section 11.03(d)**, undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

**Section 11.04 Certificate of Termination.** Upon completion of the distribution of the assets of the Company as provided in **Section 11.03(d)** hereof, the Liquidator or other such officer shall execute and cause to be filed a Certificate of Termination in the State of Texas and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Texas and shall take such other actions as may be necessary to terminate the Company. Upon acceptance of the Certificate of Termination by the Texas Secretary of State, the Company shall be terminated.

**Section 11.05 Survival of Rights, Duties, and Obligations.** Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to **Section 9.03**.

**Section 11.06 Recourse for Claims.** Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon termination or otherwise) against the Liquidator, the Independent Director, or any other Member.

## ARTICLE XII MISCELLANEOUS

**Section 12.01 Expenses.** Except as otherwise expressly provided herein, in the Restructuring Support Agreement, or in the Confirmation Order, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. In addition to the immediately preceding sentence and the payment or reimbursement to Apache and its Affiliates for the costs and expenses of performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties as provided in the final paragraph of Section 7.06, from time to time as Apache evaluates any matter specified in Section 7.06 for which its consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, the Company shall reimburse Apache for all costs and expenses incurred in connection therewith, with such

reimbursement to be made regardless of whether Apache consents to such matter or provides an Acceptance Notice, Rejection Notice, or Information Notice to the Company with respect to such proposal. Apache's costs shall include, without limitation, third-party costs and the reimbursable costs of compensation and benefits of employees of Apache and its Affiliates who devote productive time to evaluating any matter specified in Section 7.06 for which the consent of Apache is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, which costs shall be determined in good faith by Apache based on the time spent by such employees in conducting such evaluation. The reimbursement to be made pursuant to the immediately preceding sentences shall be made within 30 days of the Company's receipt of a statement from Apache specifying the costs to be so reimbursed.

**Section 12.02 Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

### **Section 12.03 Confidentiality.**

(a) Each Member acknowledges that, during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, "**Confidential Information**"). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in **Section 12.03(a)** shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or



requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Members; or (vi) to such Member's Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this Section 12.03 as if a Member; or (vii) to any potential Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Transferee agrees in writing to be bound by the provisions of this Section 12.03 as if a Member before receiving such Confidential Information; provided, that in the case of clause (i), (ii), or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 12.03(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this Section 12.03 shall survive for so long as such Member remains a Member, and for three years following the earlier of (i) termination, dissolution, liquidation, and winding up of the Company; (ii) the withdrawal of such Member from the Company; or (iii) such Member's Transfer of its Membership Interests; provided that with respect to Confidential Information that constitutes a trade secret under Applicable Law, the obligations of each Member under this Section 12.03 shall survive until, if ever, such Confidential Information loses its trade secret protection other than due, directly or indirectly, to an act or omission of the Member.

**Section 12.04 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or
- (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04):



**If to the Company:** Fieldwood Energy I LLC  
[COMPANY ADDRESS]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP  
(which shall not 600 Travis Street  
constitute notice) Suite 4200  
Houston, TX 77002  
Attention: G. Michael O’Leary

**If to the Independent Director:** [INDEPENDENT DIRECTOR ADDRESS]  
Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP  
(which shall not 600 Travis Street  
constitute notice) Suite 4200  
Houston, TX 77002  
Attention: G. Michael O’Leary

**If to a Member:** To the Member’s respective mailing address as set forth on the Members Schedule.

**Section 12.05 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

**Section 12.06 Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 9.03(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, this Agreement shall be modified automatically so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, legal, and enforceable.

**Section 12.07 Entire Agreement.** This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**Section 12.08 Successors and Assigns.** Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Section 12.09 No Third-Party Beneficiaries.** Except (a) with respect to certain rights reserved to Apache as set forth in this Agreement, which shall be for the benefit of and enforceable by Apache, and (b) as provided in **ARTICLE IX**, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 12.10 Amendment.** Subject to Sections 2.02 and 7.06(i), no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement may be made by the Independent Director without the consent of or execution by the Members.

**Section 12.11 Waiver.** No waiver by any party or Apache of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving or Apache, respectively. No waiver by any party or Apache shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this **Section 12.11** shall diminish any of the explicit and implicit waivers described in this Agreement.

**Section 12.12 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

**Section 12.13 Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal courts of the United States of America or the courts of the State of Texas, in each case located in Harris County and in Houston, Texas. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in **Section 12.04** shall be effective service of process for any suit, action, or other proceeding brought in any such court.

**Section 12.14 Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 12.15 Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties or Apache, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto and Apache shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

**Section 12.16 Attorney's Fees.** In the event that any party or third-party beneficiary hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party or third-party beneficiary in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by it in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

**Section 12.17 Remedies Cumulative.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in **Section 9.02** to the contrary.

**Section 12.18 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Company:**

FIELDWOOD ENERGY I LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
[NAME]  
[TITLE]

**The Initial Member:**

[\_\_\_\_\_]
a [\_\_\_\_\_]

By: \_\_\_\_\_
[NAME]
[TITLE]

**EXHIBIT A**  
**FORM OF TRANSITION SERVICES AGREEMENT**



**SCHEDULE A**

**MEMBERS SCHEDULE**

<b>Member Name, and Address</b>	<b>Capital Contribution</b>	<b>Membership Interest</b>
[ [ADDRESS]	\$(AMOUNT)	100%
Total:	\$(AMOUNT)	100%

**SCHEDULE B**  
**INDEPENDENT DIRECTOR'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

**SCHEDULE C**

**SOLE MANAGER'S COMPENSATION**

[To be the market compensation needed to attract a qualified candidate to accept the position.]

## **SCHEDULE D**

### **ACCOUNTING PROCEDURES FOR APACHE OFFICERS AND EMPLOYEES**

#### **I. DIRECT CHARGES**

##### **1. LABOR**

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 (“Chargeability of Incentive Compensation Programs”), for:

(1) Apache’s field employees directly employed on-site in the conduct of plugging and abandonment and decommissioning activities with respect to the applicable Legacy Apache Property or the GOM Shelf Property, and

(2) Apache’s employees providing First Level Supervision.

Charges for Apache’s employees identified in Section I.1.A may be made based on the employee’s actual salaries and wages, or in lieu thereof, a day rate representing Apache’s average salaries and wages of the employee’s specific job category.

Charges for personnel chargeable under this Section I.1.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section I.1.

B. Apache’s cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable under Section I.1.A, excluding severance payments or other termination allowances. Such costs under this I.1.B may be charged on a “when and as-paid basis” or by “percentage assessment” on the amount of salaries and wages chargeable under Section I.1.A. If percentage assessment is used, the rate shall be based on Apache’s cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable under Sections I.1.A and B.

D. Personal expenses of personnel whose salaries and wages are chargeable under Section I.1.A when the expenses are incurred in connection with directly chargeable activities.

E. Apache’s cost of established plans for employee benefits, as described in COPAS MFI-27 (“Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation”), applicable to Apache’s labor costs chargeable under Sections I.1.A and B based on Apache’s actual cost not to exceed 40%.

F. Award payments to employees, in accordance with COPAS MFI-49 (“Awards to Employees and Contractors”) for personnel whose salaries and wages are chargeable under Section I.1.A.

## II. OVERHEAD

As compensation for costs not specifically identified as chargeable pursuant to Section I (Direct Charges), Apache shall be reimbursed in accordance with this Section II.

Functions included in the overhead rates regardless of whether performed by Apache, Apache’s Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- design and drafting
- inventory costs
- procurement
- administration
- accounting and auditing
- human resources
- management
- supervision not directly charged under Section I.1 (Labor)
- in-house legal services
- taxation
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the applicable Legacy Apache Property or GOM Shelf Property, other than on-site inspections.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and personal expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

To compensate Apache for overhead costs incurred in connection with any particular plugging and abandonment or decommissioning project conducted on any applicable Legacy Apache Property or GOM Shelf Property, the following overhead rates shall be applied to those costs incurred in the performance of such plugging, abandonment, and decommissioning activities:

- (1) 5% of total costs if such costs are less than \$100,000; plus
- (2) 3% of total costs in excess of \$100,000 but less or equal to \$1,000,000; plus
- (3) 2% of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project